PROFESSIONAL SERVICES CONTRACT

This Contract, entered into by and between the Indiana Office of Technology (the "State") and Indiana Interactive, LLC (hereinafter "Contractor"), a for-profit Indiana corporation and wholly owned subsidiary of NICUSA, Inc. ("NIC"), is executed pursuant to the terms and conditions set forth herein.

Recitals

WHEREAS, as part of its portal-improvement efforts, the State released request for proposal (RFP) #6-62 seeking a vendor to perform applications development, web hosting, and web design services and, as a result of the RFP evaluation, Contractor was selected;

WHEREAS, for many years, users of the State's web portal, known as IN.gov, have enjoyed 'round the clock access to hundreds of thousands of pages of content and hundreds of interactive services, virtually all of which are provided at no cost to the user;

WHEREAS, the State desires to add to the positive aspects of this "self-funded" model under which online fees from a limited number of services support development, operation, maintenance and expansion of online applications and services across the entire enterprise, by establishing formal written "service levels";

WHEREAS, the RFP requires that the State act as the manager of the portal, and the vendor assuming a more traditional role as service provider, with the vendor being paid for a fixed fee for its baseline set of services, and additional compensation for additional services as from time to time agreed to by the parties; and

WHEREAS, both parties are willing to proceed on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree that the foregoing recitals are true and correct and incorporated herein by this reference and further agree:

1.   Duties of Contractor

The Baseline duties of Contractor are included in the Performance Addendum, which is incorporated herein by reference. Variable Services, as that term is defined in the Performance Addendum, will be made available in accordance with the procedures set forth in the Performance Addendum.

2.   Consideration

The total remuneration under this Contract shall not exceed $44,000,000.00.

3.   Term

This Contract shall be effective for a period of four years. It shall commence on July 1, 2006 and shall terminate on June 30, 2010.

4.   Access to Records

The Contractor shall, and it shall obligate its subcontractors, if any, to maintain all books, documents, papers, and accounting records charged under this agreement. They shall make such materials available at their respective offices at all reasonable times during the Contract period, and for three (3) years from the date of final payment under the Contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5.   Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may use Affiliates to supplement its development work without the prior consent of the State, provided the Contractor remains fully liable for compliance with and performance of the Contract, and further provided Contractor receives from such Affiliates the rights to work product necessary to provide the State the rights as specified in the Contract. "Affiliates" means NICUSA and any of its subsidiaries, which subsidiaries include Contractor. In the event Contractor uses any Affiliates or subcontractors in the performance of this Contract, it shall be responsible for those entities. The terms of this Contract which are applicable shall be incorporated into any agreement between Contractor and its Affiliates or its subcontractors.

6.   Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Contractor also acknowledges that it may be required to submit to an audit conducted in accordance with Statement of Auditing Standards (SAS) 70 level 3. Any such audits shall be at the request and expense of the State and shall be conducted in accordance with IC 5-11-1.

As provided in the Performance Addendum, Contractor shall also submit to an annual audit of operating controls and security compliance and submit the results of that audit to the State.

In the event the audit requirements are changed by the State, the parties will negotiate an equitable adjustment to the compensation paid to Contractor to reimburse it for any increased costs associated with the audit.

7.   Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by

the State of Indiana.

8. **Changes in Work/ Variable Services**

A. In the event the State requires a change in scope, character, or complexity of the duties set forth in the Performance Addendum or any other Statement of Work or Task Order executed under this Contract after the work has begun, the parties will follow the procedures set forth in the Performance Addendum. The Contractor shall not commence any additional work or implement the requested change until the Change Order has been authorized in writing by the State and approved by the Contractor as provided herein. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

B. The Contractor shall be under no obligation to comply with oral request for additional services or change in existing services. If the State provides oral direction with respect to the services which the Contractor reasonably believes constitute new services or changes to the services, the Contractor may require the State to provide such direction in writing in accordance with the procedures set forth above.

9. **Compliance with Laws**

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D.   The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E.   If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F.   Any payments that the State may delay, withhold, deny, or apply under this paragraph shall not be subject to penalty or interest under IC 5-17-5.

G.   The Contractor warrants that the Contractor shall, and it shall obligate its subcontractors, if any, to obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed as a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H.   The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I.   As required by IC 5-22-3-7:

1.)   The Contractor and any principals of the Contractor certify that (A) the Contractor, except for *de minimis* and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

2.)   The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for *de minimis* and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition**

Except as otherwise provided in this Contract, or in the applicable Statement of Work or Task Order, the Contractor agrees that all rights of the Contractor to information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed by the Contractor and specified as a deliverable in the Statement of Work or Task Order shall be the property of the State, and assigned to the State by the Contractor. Contractor may retain a copy of such information, data, findings recommendations, proposals etc., which it will treat as confidential information of the State. Contractor shall be entitled to use, on a non-exclusive basis, any of such State information in Contractor's other business operations, provided however, that Contractor shall remove all Indiana-identifying information from such material prior to its dissemination or use. By this Contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or to otherwise use such information, data, findings, recommendations, proposals, etc. This provision shall not be applicable to (i) the Software, (ii) Contractor's confidential or proprietary information, as defined in the next paragraph, and (iii) Contractor's financial reports and audits.

Confidentiality of Contractor Information

A.   For purposes of this paragraph, "confidential or proprietary information" shall include the following:

   1.)   All books, records, documents, and electronic files that pertain to the business or operation of the Contractor's company or to that of its corporate parent, Affiliates, or subsidiaries (as contrasted to the Contractor's services for the IN.gov portal) unless the same are disclosed publicly by Contractor or its corporate parent, Affiliates or subsidiaries.

   2.)   The Software. "Software" is defined as all software (including documentation, source code, object code, and updates) developed by Contractor, or one of its Affiliates, and deployed in the IN.gov portal (excluding any third party software) together with any software updates or upgrades made by Contractor under this Contract.

   3.)   Any Contractor Trade Secret. "Trade Secret" is defined as information which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertained through proper means by, other persons who can obtain economic value from its disclosure or use.

B.	State agrees not to disclose or produce for any purpose, including in response to a subpoena or other court or governmental order, without giving Contractor or its successors, assigns, parents, or subsidiaries ten (10) days' written notice and an opportunity to object to the disclosure or production, any of the Contractor's confidential or proprietary information of Contractor or its corporate parent, affiliates, and subsidiaries (collectively referred to herein as the "Contractor Confidential Information").

C.	As permitted by IC 5-14-3-6.5, every other public agency, as that term is defined by that statute, including but not limited to the Indiana Commission on Public Records, shall be subject to the same requirement of confidentiality if Contractor's Confidential Information is disclosed to it.

With the exception of the Software and third party software, which shall be automatically deemed confidential and proprietary information, when Contractor furnishes or discloses information deemed to be confidential or proprietary information, in a tangible form or verbally, it shall clearly mark or otherwise identify the information in a manner to indicate that it is considered by the Contractor to be confidential or proprietary information.

Notwithstanding any of the foregoing, the parties acknowledge that Indiana's Access to Public Records Act, IC 5-14-3, controls disclosure of any public record as that term is defined in such Act.

## 11.	Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential or proprietary information. The State will clearly mark or otherwise identify such confidential and proprietary information in a manner to indicate that it is considered confidential or proprietary information. The Contractor covenants that any confidential or proprietary data, materials, or information provided to the Contractor by the State, or made available to the Contractor by the State will not be disclosed to or discussed with third parties except as contemplated under this Contract or with the written consent of the State. Notwithstanding the foregoing, it shall not be a violation of this provision for the Contractor to make any disclosure which (i) it reasonably believes is required by law, including in response to a subpoena or other court or governmental order, (ii) required for the enforcement of this Contract, and (iii) as necessary for Contractor to defend any claims brought against it. Contractor will give the State ten (10) days' written notice and an opportunity to object to the disclosure or production, if practicable.

## 12.	Conflict of Interest

A.	As used in this paragraph, "Immediate family" means the spouse and the unemancipated children of an individual. "Interested party" means:

1.)	The individual executing this Contract;

2.) An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or

3.) Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.
"Commission" means the State Ethics Commission.

B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The Department will not exercise its right of cancellation under paragraph B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this paragraph.

D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this paragraph extends only to those facts that Contractor knows or reasonably could know.

13. Continuity of Services & Phase Out Duties

A. The Contractor recognizes that the services under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:

1.) Furnish phase-out services as defined in this Contract and any agreed plan, and

2.) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1.) Furnish phase-out services for up to sixty (60) days after this Contract expires and

2.) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-out services required

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. If the State does not approve the plan, the Contractor shall not be required to furnish the

services specified by the plan. The Contractor shall provide sufficient experienced personnel during the phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. The parties will agree to the phase out plan at least 90 days prior to the termination or expiration of the Contract.

C.   The Contractor shall be reimbursed for all phase-out costs (*i.e.*, costs incurred within the agreed period after Contract expiration or termination that result from phase-out operations, in accordance with the phase out plan). Contractor compensation for continued Baseline and Variable Services provided by it under the plan, if any, will be compensated in accordance with the phase out plan.

D.   Upon expiration or termination of this Contract, Contractor shall, except as otherwise provided in a Statement of Work or Task Order:

1.)   Offer for sale to the State all hardware owned by Contractor that supports IN.gov. Such offer for sale shall be at book value (or if the book value is zero, at a fair market value).

2.)   Deliver to the State a complete copy of all portal software applications, documentation, and object and matching source code developed by Contractor, or one of its Affiliates and deployed in the IN.gov portal, (excluding any third party software) together with any software updates or upgrades made by Contractor under this Contract. A Statement of Work or Task Order may provide that software applications developed by an Affiliate, but deployed in the IN.gov portal require a separate license fee be paid by the State in order to bring the Software to the portal for customization and deployment such software.

3.)   Grant to the State a non-exclusive, non-transferable, royalty free, perpetual license to use such Software for the IN.gov portal only, which license will include the right to make modifications, upgrades, and enhancements to the Software or to allow other contractors to utilize the Software to perform such services for the State for use on the IN.gov portal only, subject to such contractors executing a form of non-disclosure agreement attached as **Exhibit 1**. No other distribution of the Software or use by any other third party will be permitted. Such license will be granted without additional charge. The terms of the license shall be set forth in Contractor's standard use only license agreement, which the parties will execute prior to delivery of the source code for the Software. All Software is licensed "**as is**."

4.)   Provide the State with a backup tape containing the Portal Agency/User Data, as that term is defined below, within 30 days of receipt of notice of termination and a backup tape containing software applications (object code) for IN.gov. (Contractor may maintain a copy of the Agency/User Portal Data, so that in the event of a dispute, Contractor may defend itself. Contractor will otherwise treat such copy as confidential information of the State under paragraph 11 of this Contract.) All other documentation and source code shall be provided within 30

days of the actual date of termination or as otherwise mutually agreed to between the parties. Contractor shall transfer any license to third party software purchased on behalf of the State for which Contractor has received reimbursement, subject to the applicable third party license terms, and shall use best efforts to transfer to the State any third party vendors' warranties for third party software transferred hereunder. Otherwise, Contractor transfers such software "**as is**."

5.) Deliver such records which constitute State Materials, as that term is defined below, and other Contractor materials as provided by the terms of this Contract. Any such transfer and disclosure will not, by itself, cause any such records which constitute Contractor Confidential Information to lose their protected status hereunder. All such Contractor Confidential Information provided hereunder may be used only as required in the transition or operation of the IN.gov portal.

14.   Debarment and Suspension

A.   The Contractor certifies that neither it nor its principals nor to its knowledge, any of its subcontractors are at the time this Contract is executed, debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. Contractor's knowledge is based upon its review of the applicable federal and state published lists of debarred and suspended contractors. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B.   The Contractor also further certifies that it has verified, by using the applicable federal and state published lists of debarred and suspended contractors, the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks or penalties that might arise from non-compliance. Contractor shall immediately notify the State upon learning that any subcontractor has become debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15.   Default by State

The Contractor shall have the right to terminate this Contract, or any Statement of Work or Task Order under this Contract, for cause, subject to cure, by providing written notice of termination to the State. Such notice shall specify the time, the specific provision of this Contract or "for cause" reason that gives rise to the termination, and shall specify reasonable appropriate action that can be taken by the State to avoid termination of the Contract. The Contractor shall provide a specified period of time of up to sixty (60) calendar days, but no less than thirty (30) calendar days, unless otherwise specified in this Contract, for the State to cure breaches and deficiencies of its performance obligations under this Contract. For purposes of this paragraph, the phrase "for cause" shall mean:

A.   With respect to the Contract, any material breach by the State of the terms or conditions of this Contract and its amendments, if any.

B.   With respect to any particular Task Order or Statement of Work, any material breach by the State of the terms and conditions of any particular Statement of Work or Task Order under this Contract.

16.   Disputes

A.   Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B.   The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1.)   The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action by either party. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction. The State will also be required to carry out all its obligations under this Contract that are not affected by the dispute.

2.)   The State may withhold payments on disputed items pending resolution of the dispute. If the dispute relates to the Contractor's services, the amount withheld shall not exceed the value of the specific deliverable disputed, calculated by the budgeted hours and the hourly rates pricing for Variable Services.

17.   **Drug-Free Workplace Certification**

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana.   Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A.   Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B.   Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C.   Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D.   Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E.   Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who

is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and,

F.   Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18.   Employment Option

[Deleted by agreement of the parties.]

19.   Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall take commercially reasonable steps to resume performance. Additionally, delays in performance resulting from causes beyond a party's reasonable control, including, without limitation, failures in the Internet not caused by Contractor, utility failures not caused by Contractor, and acts of war or terrorism, shall constitute Force Majeure Events. The affected party will not be liable for delays and failures in performance under this Contract caused by or resulting from a Force Majeure Event.

20.   Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21.   Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

22.   Indemnification

Except as otherwise provided in this Contract, Contractor agrees for itself, its agents, employees, and assigns to indemnify, defend, and hold harmless the State, its agents, and its employees from any and all loss, damage, or liability caused by Contractor's intentional tortious acts, or violation of applicable laws, rules, or regulations in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

Intellectual Property Infringement Specifically

The Contractor shall not knowingly infringe upon or violate any patent, copyright, or trade secret or other property of a third party.

If the Software provided by Contractor under this Contract, or any part thereof, become the subject of any claim, suit or proceeding for infringement of any patent, trademark or copyright, or in the event of any adjudication that the Software, or any part thereof, infringes any patent, trademark or copyright, or if the sub-license or use of the Software, or any part thereof, is enjoined, Contractor, after consultation with the State, shall do one of the following at Contractor's expense:

A.   Produce for the State the right under such patent, trademark or copyright to use or sub-license, as appropriate, the Software or such part thereof;

B.   Replace the Software, or part thereof, with other suitable products or parts conforming to the original license and State specifications; or

C.   Suitably modify the Software, or part thereof. Except as otherwise expressly provided herein, the Contractor shall not be liable for any costs or expenses incurred without its prior written authorization.

Contractor shall indemnify, defend and hold the State harmless against any claim that any part of the Software provided by Contractor infringes a U.S. patent or a U.S. or international copyright, trade secret, or trademark of any person or entity, and Contractor shall be solely responsible for any resulting costs, damages, and attorney's fees finally awarded. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification if the claim involves third party software or hardware, but instead shall assign to State any rights to indemnification under the third party agreement, to the extent permitted under such agreement.

The State shall be provided with prompt notice of any claim that the Software infringes a U.S. patent or a U.S. or international copyright, trade secret, or trademark, and Contractor shall have the exclusive right to defend or settle such claim at Contractor's option except that the State shall have the right to participate in the defense and selection of defense counsel when issues of state law or policy are involved. The State shall cooperate with Contractor in its defense or settlement of such claim at no expense to State.

23.   Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees. Contractor is solely liable for all labor and expenses incurred by it in furtherance of its performance hereunder.

24.   Information Technology Enterprise Architecture Requirements.

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at http://iot.in.gov/architecture/ at the time the product or service is delivered to the State. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3 in effect at the time of delivery. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time (and in any event not less than thirty (30) days' notice) after notice of default from the State.

25.   Insurance

A.   The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

      1.)   Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $5,000,000 per occurrence. The five million dollar ($5,000,000) requirement may be satisfied by combining the Contractor's General Liability coverage with the Contractor's Umbrella coverage.

      2.)   Automobile liability insurance with minimum liability limits of $5,000,000 per occurrence if any autos are used for the performance of services provided under the Contract. The five million dollar per occurrence may be satisfied by combining the Contractor's Automobile Liability coverage with the Contractor's Umbrella coverage.

      3.)   The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B.   The Contractor's insurance coverage must meet the following additional requirements:

1.) The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2.) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3.) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

4.) Failure to provide insurance as required in this Contract may be deemed a material breach of Contract entitling the State to terminate this Contract for default.

The Contractor shall furnish a certificate of insurance prior to the commencement of this Contract.

26. Key Persons

[Deleted by agreement of the parties.]

27. Licensing Standards

[Deleted by agreement of the parties.]

28. Material Incorporated or Referred to in Contract

The Contractor has or will supply all written materials, documents, or instruments mentioned or referred to in the Contract except, where applicable, user manuals which will be included with equipment upon delivery and which do not alter the terms of this Contract.

29. Merger & Modification & Order of Precedence

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and the Performance Addendum incorporated by reference herein, (2) Statements of Work and Task Orders, (3) the Contractor's Best and Final Offer as selected by the State, and as amended by the Contractor's Clarifications, (4) the State's clarifications based on questions from bidders, (5) RFP# 6-62, and (6) Contractor's response to RFP# 6-62.

30.   Minority and Women's Business Enterprises Compliance

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

31.   Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

32.   Notices

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

A.   Notices to the State shall be sent to:

        Indiana Office of Technology
        Attention: LEGAL NOTICE
        Indiana Government Center North Room N551
        100 North Senate Avenue
        Indianapolis, Indiana 46204

B.   Notices to the Contractor shall be sent to:

        President   General Counsel
        Attention: LEGAL NOTICE   Attention: LEGAL NOTICE
        Indiana Interactive   and   NIC, Inc.
        10 West Market St., Suite 600   10540 Ridgeview Road
        Indianapolis, Indiana 46204   Olathe, KS 66061

C.   As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by Contractor with the Auditor of State.

D.   Contractor's Invoices to the State shall be sent to:

Indiana Office of Technology
Attention: ACCOUNTS PAYABLE
Indiana Government Center North, Room N551
100 N. Senate Avenue, Indianapolis, IN 46204

33.   Ownership of Documents and Materials

A.   State Documents Provided to Contractor. All documents, records, data, film, tape and other materials delivered to the Contractor by the State in the performance of this Contract shall be and remain the property of the State ("State Materials"). Use of these State Materials by Contractor, other than related to the Contract performance and enforcement, or as otherwise required by law, without the prior consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss or damage to these State Materials while in the Contractor's possession.

For the avoidance of doubt, the parties expressly acknowledge that, among other things, the State owns:

1.)   Information collected from users through IN.gov or by the Contractor as part of its services provided by this Contract ("Portal Agency/User Data");

2.)   The following URLs: IN.gov, Indiana.gov, ai.org, and any other URL procured by the State by or through Contractor for use by the State; and,

3.)   All designs, logos, and graphics on the IN.gov developed by Contractor (excluding materials licensed from a third party) or the State.

B.   Contractor's Confidential Or Proprietary Documents Provided to the State.   All documents, records, data, film, tape and other materials that are designated in accordance with this Contract as confidential or proprietary information of the Contractor, which the parties expressly acknowledge for the avoidance of doubt includes the Software, shall remain the property of the Contractor.

Upon the termination of this Contract, Contractor shall grant to the State a perpetual license to use and modify the Software as provided in paragraph 13.

C.   Contractors Non-Confidential And Non-Proprietary Documents Provided to the State. All documents, records, data, film, tape and other materials that are not designated in accordance with this Contract as confidential or proprietary information, are the property of the State upon transmission of such documents to the State.

D.   To the extent required by IC 5-14-3-3.5(d), Contractor shall not engage in (1) unauthorized enhanced access to public records; (2) unauthorized alteration of public records; or (3) disclosure of confidential public records. No Agency/User Portal Data may be made available, disclosed, or sold or altered except through a procedure for which Contractor has obtained the consent of the State or with the prior express consent of the State.

34.   Payments and Conditions of Payment

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

Contractor shall submit an invoice to the State requesting payment of the Baseline Services specified in the Performance Addendum on a monthly basis. The date of submission for the invoice shall be the same date each month as agreed to by the parties. All invoices for fees for any Variable Services requested by the State and performed by the Contractor shall contain such information as is mutually agreed to in advance by the parties at the time of entering into the Statement of Work or Task Order.

Invoices for Variable Services shall be provided at the intervals specified in the applicable Statement of Work or Task Order, or if not specified, on a monthly basis.

All services provided by the Contractor under this Contract must be performed in accordance with the terms hereof, in accordance with the applicable mutually agreed Statement of Work or Task Order relating to such service, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

As provided by IC 5-17-5, the State shall pay invoices within thirty (35) days of receipt. The State shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the State reasonably believes the invoice is inaccurate or incorrect in any way. The State and the Contractor shall cooperate with each other to reconcile any disputed amounts as promptly as possible.

The State shall not be required to pay for work found to be inconsistent with the requirements specified in the applicable Statement of Work or Task Order or any agreed to changes thereto, or that is performed in violation of any federal, state, or local statute, ordinance, rule or regulation. In the event the State does determine the work is inconsistent with the specified requirements, the State will provide Contractor written notice, specifying the deficiency, and the Contractor

will have the period specified in the notice (but in any case not less than 20 days), in which to correct the deficiencies, and redeliver the work to the State for review and approval. The State may withhold *only* that portion of the fixed fee payment for Baseline Services which is directly found inconsistent with the specified requirements and only after the Contractor has had one opportunity to cure the inconsistency.

35.   Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

36.   Progress Reports

[Deleted by agreement of the parties. *See* Performance Addendum for Contractor's progress reporting requirements.]

37.   Renewal Option

This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4, and subject to agreement on rates of compensation for such renewal term. The term of the renewed contract may not be longer than the term of the original Contract. Any provision for automatic renewal is void.

38.   Security and Privacy of Health Information

The Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the applicable requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

39.   Severability

The invalidity of any paragraph, subsection, clause, or provision of this Contract shall not affect the validity of the remaining paragraphs, subsections, clauses, or provision of this Contract.

40.   Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

41.   Taxes

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

42.   Termination for Convenience

Except as provided herein, this Contract may be terminated, in whole or any Statement of Work may be terminated, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination, including partial performance of services. The State will not be liable for services performed after the effective date of termination, other than transition services. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price. Notwithstanding any other provision to the contrary, the State may not terminate the Performance Addendum or eliminate or reduce the payments for Baseline Services without terminating the Contract in its entirety.

43.   Termination for Default

A.   With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or may terminate any Statement of Work or Task Order, if the Contractor **fails to** correct or cure any of the following within thirty (30) days notice from the State, specifying the particular failure:

   1.)   Any material breach of this Contract;

   2.)   Failure to deliver the supplies or perform the services within the time specified in this Contract or any extension;

   3.)   Making progress so as to endanger performance of this Contract; or

4.) Performing any of the other provisions of this Contract.

B.   If the State terminates this Contract in whole or any Statement of Work or Task Order, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated. However, the Contractor shall continue the work not terminated.

C.   The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract. Notwithstanding any other provision to the contrary, the State may not terminate the Performance Addendum or eliminate or reduce the payments for Baseline Services without terminating the Contract in its entirety.

44.   Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines. (Financial management Circular (2003-1).

45.   Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived and no breach of this Contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

46.   Work Standards

The Contractor shall execute its responsibilities by following and applying the technical guidelines and standards specified in the applicable Statements of Work and Task Orders, provided however, in all cases in a professional and timely manner. If the State becomes reasonably dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement or reassignment of any or all such individuals and Contractor shall either replace or reassign such individual.

47.   State Boilerplate Affirmation Clause

[Due the extent of the changes to the state boilerplate, this provision is deleted by agreement of the parties.]

48.   Software Escrow

The State may, at any time during the term of this Contract, elect for the parties to enter into

contract with an escrow agent. Upon such election, the parties will promptly work together to enter an agreement with an escrow agent. The cost of the escrow will be borne by the State.

Contractor agrees to deposit the Software for the remainder of the term of the Contract. After such deposit, Contractor shall also have a continuing obligation to deposit any maintenance modifications, updates, upgrades, new releases, or documentation related to the deposited materials at intervals specified in the escrow agreement.

The agreement with the escrow agent shall instruct the escrow agent to independently verify the operation of the running object code and cause delivery of the Software to the State if any one of the following events occurs:

A.   Contractor agrees in writing to the delivery;

B.   Contractor ceases to do business and no successor shall have agreed to assume the Contractor's obligations to the State;

C.   Termination of this Contract as a result of material breach by the Contractor; or,

D.   Contractor files for liquidation under the U.S. Bankruptcy Code, or files for reorganization under the U.S. Bankruptcy Code and does not remain debtor in possession.

Contractor agrees that if the escrow agent delivers the Software to the State in accordance with the escrow agreement, the State's rights to use the Software, documentation, and other related materials shall be as specified in paragraph 13.

49.   Miscellaneous

A.   Survival.   The following provisions shall survive termination or expiration of this Contract: 4 [Access to Records]; 10 [Confidentiality of Data, Property Rights in Products, and Copyright Prohibition]; 11 [Confidentiality of State Data]; 13 [Continuity of Services Phase-Out Duties]; 32 [Notices]; 33 [Ownership of Documents and Materials]; 34 [Payments and Conditions of Payment]; and, 49 [Miscellaneous].

B.   Third Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and Contractor that any such person or entity, other than the State or Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

C.   Non-exclusivity. This Contract is entered into solely for the convenience of the State, and in no way precludes the State or any of its user agencies from obtaining like goods from other suppliers.

D.   Covenants Against Liens or Encumbrances. Contractor will not pledge or encumber any assets of the State in its care, custody, or control, or cause any lien to attach to the same.

E.   **Warranty. Except for the express warranties provided in this Contract, or in any Statement of Work hereunder, Contractor makes no other warranties, express or implied, relating to any services or deliverables furnished or provided to the State under this Contract. Contractor specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.**

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

[The remainder of this page is left blank intentionally.]

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature:_____

Printed Name:_____

Title:_____

Date:_____

Indiana Office of Technology	**Department of Administration**
_____	_____
Karl B. Browning	Carrie Henderson
Chief Information Officer	Commissioner
Date:_____	Date:_____

State Budget Agency	**Office of the Attorney General**
_____	_____
Charles E. Schalliol	Stephen Carter
Director	Attorney General
Date:_____	Date:_____

Confidentiality and Non-Compete Agreement

This Confidentiality and Non-Compete Agreement and Assignment ("Agreement") is made and effective as of the ____ day of _____, 20__, by and between the Indiana Office of Technology, (the "State") and _____ ("Contractor").

WHEREAS, the State has received from Indiana Interactive, LLC, ("Licensor") a perpetual, limited license to the Software (as defined below);

WHEREAS, a condition of the license is that the State obtain a written agreement from any contractor engaged by the State to assist in the Permitted Use (as defined below) of the Software, that (i) protects the Software from unauthorized use or disclosure, (ii) provides that any Modifications to the Software (excluding State Modules, as defined below) shall be owned by Licensor, and (iii) requires the Contractor to agree not to prepare products which compete with Licensor's Software. Contractor is willing to agree to execute this Agreement as a condition of its engagement by the State.

NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants herein contained, the parties agree as follows:

1.   Definitions.

"Confidential Information" means any proprietary or confidential information of the Licensor or its Affiliates, including, but not limited to, financial and business information, marketing plans, business opportunities, personnel, research and development, the Software, and any tools, methodologies and know-how; provided that such information is either marked as "confidential" or should have been reasonably understood to have been confidential or proprietary. Confidential Information shall not include information which (i) shall have otherwise become publicly available other than as a result of unauthorized disclosure, (ii) was disclosed to the Contractor on a non-confidential basis from a source other than the State or Licensor, or (iii) was known by the Contractor prior to any disclosure of such information by the State or Licensor. For greater certainty, Confidential Information of Licensor is deemed to include the Software, whether or not marked as confidential.

"License Agreement" means that certain Portal Software License Agreement by and between Licensor and State, under which the State receives a license to the Software, consistent with the terms of the Professional Services Contract (the "Contract").

"Permitted Use" means the Modification of the Software for use by the State as required to host, maintain or operate the Portal as permitted by the License Agreement, or the use, modifications and enhancements of the Software in the management and operation of the Portal on behalf of the State as permitted by the License Agreement.

"Modifications" means modifications, enhancements, improvements, and corrections to the Software, translations of the Software, or other changes to the Software which constitute derivative works. Modifications do not include State Modules.

"Portal" means the Web site as described in the Contract, located at www.IN.gov.

Exhibit 2

"Software" means all the computer programs (including, without limitation, source code and object code, as applicable), documentation and Modifications to the software modules licensed by Licensor to the State under the License Agreement, as more specifically set forth in Schedule A, and all intellectual property rights contained or embodied in the Software, including all concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, user interfaces, screen designs, utilities and routines.

"State Modules" means separate software modules developed by, or on behalf of, the State by a third party which interface with the Software and are used in the Portal, but which do not incorporate any Software, documentation, or Confidential Information of Licensor.

2. <u>Confidential Information.</u> The Contractor acknowledges and agrees that the Software is the confidential and proprietary information of Licensor, which is a special, valuable, and unique asset of Licensor and which is considered a trade secret. The Contractor agrees to take all steps necessary to protect the Software from unauthorized disclosure, use or copying, including, but not limited to, by obtaining written agreements, and instructing its employees with respect to the proprietary nature of the Software and the restrictions on the use granted to the State. Any and all copies of the Software made by the Contractor shall be made only if required to for the Permitted Use for the State and shall bear Licensor's notice of copyright, and other restrictive legends contained on the Software. The Contractor shall safeguard such copies of the Software to ensure access and use only by Contractor on behalf of the State, in a manner consistent with this Agreement. The Contractor shall not disclose the Software to any third party.

3. <u>Retention of Rights</u>. The Contractor agrees that all right, title, and interest in the Software, in all formats and media, including copyrights therein, are and shall continue to be the exclusive property of Licensor, and the Contractor agrees to make only Permitted Use of the Software on behalf of the State. No other use of the Software is permitted, and all other rights are reserved by Licensor. In the event the Contractor makes or has made any Modifications to the Software as permitted under this Agreement, the Contractor shall own the code it writes or develops, provided such code does not incorporate (i) the Software, Source Code or any part thereof, which shall remain the property of the Licensor, or (ii) any confidential information or trade secrets of Licensor, which shall remain the property of the Licensor. Licensor shall own any Modifications which incorporate any item identified in (i) or (ii) of this section, and Contractor hereby assigns its rights in such Modifications to Licensor.

4. <u>Unauthorized Acts</u>. The Contractor shall notify State and the Licensor immediately of the unauthorized use, possession, or disclosure of any of the Software, and cooperate with any suit brought to prevent continued unauthorized use, possession, or disclosure of the Software or the Confidential Information. In the event the disclosure of the Software or Confidential Information is, or becomes the subject of a judicial order by a court of competent jurisdiction, Contractor shall notify State and Licensor immediately of the order and cooperate with the attempts of either to obtain a protective order.

5. <u>Non-Compete.</u> For a period of 12 months from the date that the Contractor is last given access to the Software or other Confidential Information of Licensor, Contractor agrees that it shall not develop, license, or provide via a service bureau, application service provider

model or in any other fashion, any software modules or products which perform the same or similar functions as the Software. The restrictions of this paragraph do not apply to services provided by Contractor prior to its access to the Software; however, the Contractor shall not in any way use the Software to update its own services. Contractor may not use or refer to the Licensor's Software or Confidential Information to develop any software modules, applications or other products which it will license, distribute or provide to any third parties.

6. <u>Injunctive Relief</u>. If the Contractor breaches the provisions of this Agreement restricting the use and disclosure of the Software or intended to safeguard the right, title, and interest of Licensor in the Software, either or both of the State and Licensor shall, in addition to any other rights or remedies arising under this Agreement, in law or in equity, be entitled to injunctive relief and recovery of damages, including but not limited to recovery of reasonable attorney's fees. It is expressly agreed that the Licensor is a third party beneficiary to this Agreement, and shall be entitled to bring a claim or suit against Contractor in its own name.

7. <u>Limitation of Damages and Indemnification</u>. The Licensor and its Affiliates and their directors, officers, and employees shall not be liable for any losses, costs, expenses, including reasonable attorneys fees, arising out of any claim, suit or proceeding related to the use or Modification of the Software by the State, by Contractor or any third party; or any Modifications made to the Software by the State, by Contractor or any third party, and any modifications or changes to the operating platform or environment on which or with which the Software is operated.

8. <u>General Provisions</u>. Neither this Agreement, nor any part or portion hereof shall be assigned, sublicensed, encumbered, or otherwise transferred by the Contractor without the express written consent of State and Licensor.

9. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and understandings, agreements, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, or other provisions of this Agreement shall be effective without the written consent of the parties.

10. <u>Governing Law.</u> This Agreement shall be construed in accordance with and governed in all respects by the law of the State of Indiana.

11. <u>Severability</u>. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, conditions or application; to this end the terms and conditions of this Agreement are declared severable.

12. <u>Waiver</u>. Waiver of any beach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be waived, modified or deleted except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, having read this Agreement in its entirety, do agree in each and every particular and have thus set their hands hereunto.

Contractor: The Indiana Office of Technology

By: _____   By:_____

Title: _____   Title: _____

Schedule "A"
Software Modules*

[LIST MODULES INVOLVED]

*A separate license may be required from third parties to operate certain Software Modules to the extent the Software Modules interface with software belonging to third parties. Securing any such required license(s) from third parties shall be the responsibility of Contractor.

Performance Addendum

1. Purpose.

Contractor shall provide a dedicated team to perform Baseline Services relating to application software development, webdesign, and hosting services for the State in support of IN.gov, in accordance with this Performance Addendum ("PA"), under the Contract. Variable Services will also be made available in accordance with the procedures set forth in this PA.

The following definitions shall apply in this PA, in addition to defined terms set forth in the body of the Contract:

A. **508 Compliance –** Compliance with Indiana Code 4-13.1-3, which was created to ensure all state information technology equipment, software, and systems used by the public or state employees complies with the accessibility standards of Section 508 of the Federal Rehabilitation Act of 1973 (Section 508).

B. **ACH** – Automated Clearing House, used in the performance of cash transfer transactions.

C. **Account Management** – The Contractor Office Manager designated below under Administrative Support services will be responsible for creating monthly accounts for state agencies to view the information and reports as provided by the existing NIC Payment Engine.

D. **Active Project** – A project becomes "active" when Contractor is requested to develop or to analyze a Statement of Work ("SOW"), Task Order or Change Order for the State. It remains "active" until such time as Contractor has completed all of the milestones outlined in the SOW, Task Order or Change Order; the project has been accepted by the State and deployed into production; the project is terminated; or the State does not respond to and accept the Statement of Work, Task Order and/or Change Order prior to the proposal expiration date as set forth in each document..

E. **Baseline Services** – The agreed-to services available through the resources provided on a recurring monthly basis to the State and comprised of application software development, webdesign and hosting, as set forth in this Contract. Baseline Services are limited to those provided by Baseline Staff as set forth in this PA.

F. **Change Order** – A form for implementing mutually agreed-to business, legal, and regulatory changes to Active Projects during the course of the project, changes to existing application software which correct user reported errors, omissions, deficiencies, and operational problems which cause the application software to fail to produce the results specified in the last approved Statement of Work or Task Order.

G. **Content Change** – Any change, whether to text, layout or design, to a static HTML page hosted on IN.gov.

H. **Delivery Date –** The Delivery for Acceptance/Deployment Approval Date mutually agreed-to by the State and the Contractor in each Statement of Work, Task Order, or Change Order.

I. **Documentation** – The documentation from the project concept phase through project deployment or termination specified in the applicable Statement of Work or Task Order.

J. **Enhancements –** A change to existing application software that adds functionality, logic, reporting, data elements, or other computations not currently implemented.

K. **IN.gov Infrastructure –** Contractor-maintained and hosted hardware and software that accommodates 50.1 million accesses/month and 905 GB of storage for content, logs, and databases. In the event that usage of the IN.gov Infrastructure grows beyond the originally scoped infrastructure (as defined here), Contractor and State mutually agree to review and adjust Baseline Services to provide for adequate support of said infrastructure. Contractor and State will also mutually agree upon a revised definition of IN.gov Infrastructure to include mutually-approved changes to it.

L. **Monthly Account Management –** All monthly account users, regardless of method of payment, will be required to complete a monthly account agreement with the State, administered by Contractor, prior to receiving a username and password.

M. **New (shared or dedicated) Application** – An application developed by Contractor and not included on Attachment 1 of the PA; an application deployed after June 30, 2006 regardless of who developed the application; an existing IN.gov hosted application included on Attachment 1 to which a change in scope or functionality is required by the State; or an application not developed to meet the published standards for a shared environment, regardless of when or who developed the application.

N. **Off-Peak Usage –** The period from 5:00 PM to 8:00 AM (Eastern time) each state business day.

O. **Orders –** Consists of financial transactions, invoices, customer information, and payment information for Contractor applications hosted on IN.gov Infrastructure.

P. **PCI DSS Compliance –** Mandatory standards developed by the Payment Card Industry (PCI) and imposed by Contract upon all participating credit card merchants, pertaining to data security standards (DSS) for handling sensitive personal information.

Q. **Peak Usage** – The period from 8:00 AM to 5:00 PM (Eastern time) each state business day, excluding state-recognized holidays and weekends.

R. **Production Problem** – Failure of Contractor-built application software due to a server or configuration-level problem.

S. **SOX –** The financial and internal controls audit and certifications required of publicly-traded companies and their operating units under the Sarbanes-Oxley Act of 2002, as amended.

T. **Service Level Unit –** A credit or a debit expressed in terms of labor hours and used to reward the Contractor for exceeding, and compensate the State for Contractor's falling below agreed performance levels for Baseline Services.

U. **Significant System Change** – A change that requires coordination with state agency systems to complete the change prior to approval and deployment.

V. **Statement of Work** – A statement for identifying the specific mutually agreed-to Baseline Services to be provided under the Contract.

W. **Task Order** – A statement that defines mutually agreed-to work to be performed by Contractor as Variable Services. Each Task Order will define the type of Variable Service(s) to be performed, and must include, but is not limited to, a schedule for delivery of such services and the subordinate deliverables; requirements for third party software or additional equipment; the specifications or standards that the service must meet to be accepted; specific deliverables; a budget and payment schedule for progress payments; hosting service requirements and other costs, times for State response to Contractor-delivered items, and any other pertinent information mutually agreed between the parties.

X. **Variable Services** – Services/resources that may be provided by Contractor to State upon mutual agreement which require resources in addition to Baseline Services. Variable Services are provided on an as-needed, as agreed to basis and documented in one or more Task Order(s).

2. Baseline Services.

For the initial four years of the Contract, Contractor shall provide the following staff in its Baseline Services:

	Year			
	1	2	3	4
Total Annual Cost:	$ 4,402,429	$ 4,265,352	$ 4,265,352	$ 4,265,352
Total Monthly Cost:	$ 366,869	$ 355,446	$ 355,446	$ 355,446
Total Monthly Applications Development Baseline Cost:	$ 195,726	$ 195,726	$ 195,726	$ 195,726
Number of Dedicated Staff:	12	12	12	12
Number of Staff to Perform Applications Development:	5	5	5	5
Number of Staff to Perform Project Management:	3	3	3	3
Number of Staff to Perform Webdesign:	2	2	2	2
Number of Staff to Perform Customer/Helpdesk Support:	2	2	2	2
Total Monthly Hosting Baseline Cost (to Host Current Environment):	$ 139,016	$ 127,593	$ 127,593	$ 127,593
Number of Staff to Perform Hosting/Infrastructure:	3	2	2	2
Total Overhead Costs:	$ 32,127	$ 32,127	$ 32,127	$ 32,127
Number of Staff to Perform Administrative Support:	2	2	2	2
Any One Time Cost:	$ -	$ -	$ -	$ -
Transition Cost:	$ -	$ -	$ -	$ -

Each subsequent contract year after the first year, Contractor's Baseline fee shall be increased annually by 50% of the Consumer Price Index (CPI) in effect at the time of the increase.

Staffing Levels and Responsibilities

The parties agree that the staffing numbers included herein are necessary to perform the agreed Baseline Services ("Baseline Staff"). Should the parties mutually agree that changes in State needs require changes to Contractor's Baseline Staff, the parties shall meet to find a mutually-agreeable solution. Contractor has an affirmative duty to notify the State on a weekly basis when its Baseline Staff resources are not 100% committed to Active Projects under Baseline Services. Baseline Services include, but are not limited to, project scoping, application software development, maintenance, awaiting State responses regarding potential projects and Active Projects, support of ongoing portal activities, as well as specific activities enumerated for each staff segment below.

     a.   <u>Number of Staff to Perform Applications Development: 5</u>

Included in the Baseline Staff of five (5) for applications development are one (1) Director of Development and four (4) applications developers. This team is primarily responsible, to the extent of Baseline Staff committed in this PA, for the following activities relating to Contractor's Active Projects:

- Development Estimation
- Application Design
- Application Coding
- Legacy Application Integration
- Cross-boundary Application Development
- Existing Application Maintenance
- Unit Testing
- Load Testing
- Change Orders. (Change Orders required outside of Peak Usage periods will be considered Variable Services.)

- Adherence to applicable Standards (State, SOX and PCI DSS). Should the State request access to any data covered by PCI DSS, then state compliance with PCI DSS requirements is a necessary pre-condition to Contractor compliance.

     b.   <u>Number of Staff to Perform Project Management: 3</u>

Included in the Baseline Staff of three (3) project managers are one (1) Director of Project Management and two (2) dedicated project managers. This team is primarily responsible, to the extent of Baseline Staff committed in this PA, for the following activities related to Contractor's Active Projects:

- Requirements Gathering & Analysis
- Project Documentation and Approvals
- Development Coordination
- Agency Communications
- Contractor Helpdesk Training (as necessary)
- Testing Plan Development & Execution
- Project Reporting
- Provide for adherence of IN.gov application software developed by Contractor to applicable standards during development (State, 508, SOX, PCI DSS, etc). Should the State request access to any data covered by PCI DSS, then state compliance with PCI DSS requirements is a necessary pre-condition to Contractor compliance.

The project management staff will perform project management for Active Projects and oversee communications regarding, and Documentation for, support of the application software in production on IN.gov. Project management staff may, at the request of the State, serve as liaisons to agencies and shall provide weekly reporting, as detailed elsewhere in this PA, regarding project status. The State shall provide guidance to the Engagement Manager regarding liaison activities involving the project management staff.

     c.   <u>Number of Staff to Perform Webdesign: 2</u>

Included in the Baseline Staff of two (2) creative staff are one (1) Director of Creative Services and one (1) Web designer ("Creative Staff"). This team is primarily responsible, to the extent of Baseline Staff committed in this PA, for the following activities related to Contractor's Active Projects:

- Content Changes
- Graphical Element Design
- Application Look & Feel
- Application Prototyping
- Application Landing Pages (the lead or first page encountered when using an application)
- Provide for adherence of IN.gov application software developed by Contractor to applicable standards, such as Section 508 Accessibility and Usability, and other standards as the parties mutually agree shall apply to the web pages.

Contractor shall use the State's help desk solution software for managing Content Changes. The State's help desk solution is presently Altiris. The State shall provide, at no cost to Contractor,

appropriate access and necessary training for use of the State's help desk application. Every request for a Content Change shall be logged through the State's help desk, which will serve as the State assignment of the Content Change to Contractor; prior approval of the State to proceed is not required.

All Content Changes will be handled on a first-to-come, first-served basis unless otherwise designated and approved in writing by the State. The parties shall work cooperatively with the goal of being at full implementation and utilization of the help desk solution by September 1, 2006. Until the Altiris system is effective, Contractor will continue to use the current process to receive and process Content Changes. Under the current process, agencies must email their requested changes or request for assistance to update static content to content@www.IN.gov. Requests will continue to be managed on a first-to-come, first served basis, unless otherwise directed by the State.

The Creative Staff will create, as needed, prototype templates as part of the development process. The Creative Staff will not be responsible for website redesigns, which will be treated as Variable Services. Following the selection of a content management system (CMS) by the State, the parties both anticipate that the amount of effort required to complete manual updates will diminish. If the State requests the Contractor to assist with any aspects of CMS implementation, support or training, then those services may be provided as a Baseline Service under a Statement of Work, to the extent of Baseline Staff available. If Baseline Staff is not available, then CMS services will be treated as Variable Services. Once CMS is implemented, Contractor will work with the State to determine whether it is necessary to transition Baseline Creative Staff focused on Web design to other positions or other Baseline Services.

d. <u>Number of Staff to Perform Customer Help Desk Support: 2</u>

Included in the Baseline Staff are two (2) customer service representatives. This staff will provide technical support for application software and web pages developed by Contractor ("Supported Services") to agency users and customer support (including billing questions) for public users, Monday through Friday from 8 AM to 5 PM (Eastern time, *i.e.*, normal State business hours) excluding state holidays and weekends. Requests for technical or customer support that are received by Contractor personnel and which pertain to third party software, other State applications, or State system issues shall be forwarded to the State for referral to the appropriate third party vendor or State personnel. Supported Services include monthly accounts administration and billing support for credit card and eCheck transactions and the management of monthly accounts. Management of monthly accounts includes:

- Account setup and maintenance
- Generate user IDs and communication to customers
- Maintenance of hard-copy files containing original, signed customer contracts (the Driver Privacy Protection Act requires "wet" signatures for access to Bureau of Motor Vehicles records, therefore this is a requirement for all account holders)
- Customer billing questions
- Credit card expiration date tracking and maintenance

- Management of government monthly accounts (state agencies have free access to most portal services, but must maintain a monthly account to capture users obtaining access to services)
- Implementation of the State's determination of which users should have access to which systems/services
- Customer service processes, as outlined in the Payment Processing paragraph of this PA, to initiate the State's collection efforts for portal monthly accounts, which currently bill in arrears of portal service usage

Prior to full implementation of the State's help desk solution as detailed in paragraph *c.* of the PA [Number of Staff to Perform Webdesign], the Contractor will manage Customer Support as currently being managed and, therefore, will not be measured according to the proposed services levels; however, Contractor is not responsible after June 30, 2006 for account holders and users who default on payment obligations.

e. Number of Staff to Perform Hosting/Infrastructure: 3

Included in the Baseline Staff of three (3) are three (3) system administrators. This team is responsible, to the extent of Baseline Staff committed in this PA, for the following as it relates to the IN.gov Infrastructure:

- Network Monitoring
- Web Infrastructure Maintenance
- Local Area Network (LAN)
- IN.gov Infrastructure Software
- IN.gov Infrastructure Hardware
- Management of Hosting Environment
- Authentication for IN.gov Users and Monthly Account Holders for services requiring authentication and/or monthly accounts
- Backup and Recovery of IN.gov
- Manage Disaster Recovery Plan as set forth in this PA
- Database Design & Maintenance for Hosted Databases
- Provide for adherence of IN.gov application software developed by Contractor to applicable Standards (State, SOX and PCI DSS). If the State requests access to any data covered by PCI DSS, then state compliance with PCI DSS requirements is a necessary pre-condition to Contractor compliance.
- Migration from the State Data Center to n|Frame Data Center

Specifications for these system support activities are detailed below. This part of Baseline Staff focused on systems administration will be responsible for supporting IN.gov Infrastructure. Specifically, the hosting team will provide, to the extent of the Baseline Staff committed in this PA, the following monitoring and measuring services in accordance with the agreed Service Levels:

- Monitor Internet services for IN.gov web hosting, eCommerce, and Internet access through measurements of Internet protocols like HTTP, HTTPS, SMTP, IMAP, DNS, and SFTP

- Provide real-time monitoring of the IN.gov Infrastructure via fixed or dynamic thresholds, which use time-dependent baselines for notification delivery.

- Provide logfile and process monitoring and corrective actions for Internet facing firewalls, web and proxy servers that are part of the IN.gov Infrastructure.

- Provide online access to performance reports with commercially reasonable security. The following performance reports will be available upon request.

    - Host or host group availability

    - Disk, memory and process usage of hosts

    - Service availability (web servers, application servers, and load balancers availability)

In years 2 through 4 of this Contract and upon completion of migration to the n|Frame Data Center, the Baseline Services fee has been adjusted to include only two (2) system administrators.

f. <u>Number of Staff to Perform Administrative Support: 2</u>

Included in the Baseline Staff are one (1) Engagement Manager and one (1) Office Manager. The Engagement Manager will be responsible for the oversight of day to day operations of the Contractor and dedicated subcontractor staff for this engagement. The Office Manager will be responsible for oversight of IN.gov payment processing. Specifically, daily responsibilities concerning members of Contractor's staff will include, to the extent of the Baseline Staff committed in this PA:

- Contract Compliance

- Contractor Staff Human Resource Management

- Communications

- Internal Project/Resource Management

- Set-up, administration, and Reporting of Monthly Accounts, Credit Card and eCheck Orders

- Invoicing and Account Receivables

- Communication of and Responsibility for Adherence of IN.gov Processes, to the extent assigned to Contractor by State, to all applicable Standards (State, Federal, SOX, PCI DSS, etc.). Should the State request access to any data covered by PCI DSS, then state compliance with PCI DSS requirements is a necessary pre-condition to Contractor compliance.

Contractor will perform one annual audit of operational controls and security compliance of the type performed during 2005. Should audit costs exceed $8,500 annually, the State shall pay Contractor the additional costs. Prior to the audit, Contractor and the State shall agree to the scope, terms and costs of such audit.

g. <u>Monthly Hosting Baseline Cost (to Host Current IN.gov Environment):</u>

Monthly hosting includes resources to support the IN.gov Infrastructure and includes the equipment to maintain the application software as listed in Attachment 1 of the PA and currently hosted on IN.gov. Resources and equipment are indicated in this PA. These resources include:

- Systems administration staff, as reflected in the chart in Section 2;
- IN.gov Infrastructure to host the existing application software listed in Attachment 1 of the PA and currently hosted on IN.gov, including Contractor's agreements with third-party vendors;
- New hardware and software to provide a separate test, QA and production environment for the IN.gov Infrastructure and for Contractor's development efforts as detailed in this PA;
- Hardware and software for WebTrends to provide portal metrics for the IN.gov Infrastructure once migrated to n|Frame;
- Routine data processing supplies required to enable the hosting staff to deliver the Baseline Services for hosting;
- Server management of the IN.gov Infrastructure;
- Space and power for the selected data centers to support the IN.gov Infrastructure at the defined volume for Baseline Services ;
- Connectivity to support the IN.gov Infrastructure;
- Disaster Recovery as set forth in this PA

Contractor will also provide the following services for the IN.gov Infrastructure to the extent of Baseline Staff committed in this PA:

- Daily incremental backups and full weekly backups of all volumes on IN.gov servers. Daily backups will be retained for one month and weekly backups will be retained for two years. Following is the agreed-to back up schedule.

Name	Type	Schedule	Retention
Daily	Incremental (4 tapes)	00:00 – 24:00 M-F	1 Month
Weekly_Shortterm	Full (6 tapes)	00:00 – 24:00 1st, 3rd, 4th and 5th Saturdays and Sundays, plus 00:00 – 06:00 following Mondays	3 Months
Weekly_Longterm	Full (6 tapes)	00:00 – 24:00 2nd Saturdays and Sundays, plus 00:00 – 06:00 following Mondays	2 Years

- Routine operating system maintenance for the IN.gov Infrastructure

- Uniform server configuration for the IN.gov Infrastructure

- Routine performance monitoring (*e.g.*, Cacti, Altiris) of the IN.gov Infrastructure

- Alert notification capability (*e.g.*, Nagios, Altiris) for components of the IN.gov Infrastructure

- Graphs and statistics (*e.g.*, Cacti and the proposed WebTrends solution) to measure usage of the IN.gov Infrastructure

- Load balancing with SSL acceleration for services deployed on the IN.gov Infrastructure

- Provide State access to a content publishing system (FTP access)

- Provide routine traffic analysis and packet logging through a network intrusion detection (*e.g.*, Snort) for the IN.gov Infrastructure

- Network name services for secondary DNS

h. Estimated One-time Cost (If Any).

Existing IN.gov services hosted on IN.gov will be migrated from the State Data Center to the n|Frame facility in accordance with a migration plan mutually agreed between the parties. The State will not charge Contractor for bandwidth, power, floor space or disaster recovery services, because those are currently provided by the State while all or any portion, of the IN.gov Infrastructure remains in the State Data Center.

See Paragraph 9 [Transition Services] for details.

i. Payment Processing

Contractor, which has considerable previous experience in complying with PCI DSS standards, shall handle all Order processing for IN.gov while Order processing is performed by Contractor as a Variable Service.

Contractor shall assist the State in the effective disbursement, to State accounts, of revenues received. State will be responsible for disbursing funds to the relevant agency accounts, collection of revenue from IN.gov end user via monthly account invoices and credit card and eCheck processing, and operation of the existing NIC Payment Engine, ACHPay and Customer Management Billing System, to process the Orders. As a matter of process, Order information is collected from end users, transmitted to the payment processor or bank, and made available to the State for review via the NIC Payment Engine reporting tools, in order to make disbursements to proper agency accounts.

The State acknowledges that the payment processing requirement was not included in the RFP and therefore payment processing services were not reflected in Contractor's original response to the RFP or subsequent BAFO request response. The State has approved increased Baseline Services staffing and other fixed pricing as reflected in the chart in Paragraph 2 of the PA to perform these services using the existing Contractor software installed on IN.gov for these services, as a part of Baseline Services. As provided by Paragraph 34 [Payments and Conditions of Payments] of the Contract, Contractor will bill its monthly fee for Baseline Services and any

transaction-based fees for credit card, eChecks and monthly accounts Order processing as presented in the following Payment Processing Feetable.

PAYMENT PROCESSING FEES	FEE
Credit Card Transaction Fee	$ 1.00
Echeck Transaction Fee	$ 1.00
Monthly Account Set-up/Renewal Fee	$ 50.00
Billing Statement Fee	$ 0.86
Postage (Pass-Thru)	$ 0.39
Lockbox Processing - Singles - Stubs Fee	$ 0.77
Lockbox Processing - Check and Lists	$ 0.77

A Task Order for processing payments will be agreed upon by State and Contractor to establish a plan to complete the transition of funds deposit from Contractor's designated bank account to the State designated bank account(s) for each credit card Order, eCheck Order and/or monthly account invoice.

Contractor will provide the following payment processing services as part of Baseline Services once the Task Order agreeing upon the transaction fees is approved. (All monthly account, credit card and eCheck Order processing fees charged to State by Contractor will be billed as Variable Services):

Processing Orders:

▪ Service Code Setup – Contractor will provide a service code for each application, whether developed by Contractor, Affiliate or a third party, that requires and/or permits the collection of fees from end users. A service code is used to identify Orders within the existing NIC Payment Engine, ACHPay, and Customer Management Billing System and to provide detail for invoicing, charging, reconciliation, and/or return processing.

▪ Credit Card Orders – Contractor will coordinate the set up of credit card merchant accounts at state expense, as directed by the State. A merchant account is required for each application that requires and/or permits the collection of fees from IN.gov end users, whether developed by Contractor, Affiliate, or a third party. A merchant account is used to direct funds to the appropriate centralized State bank account. Contractor will provide to the payment processor the transaction data required to complete the authorization and capture of credit card funds. Each transaction will be processed in real-time. The State will be responsible for all fees associated with merchant account maintenance and support as well as merchant fees for payment processing. These fees are identified in the Task Order for payment processing, which Task Order will provide for adjustment to such fees if any the third party provider changes its fees. A Task Order will be required for each merchant account set-up.

▪ eCheck Orders – Contractor will coordinate the set up of ACH files with the State and Bank, specifically Fifth Third as the current eCheck processing bank, and provide to Bank a data file, according to the current NACHA standards, to debit and credit the

indicated customer and State bank accounts. Contractor will transfer each file nightly as agreed upon in writing by the State, Contractor, and Bank. The State will be responsible for all fees associated with eCheck maintenance and support as well as bank fees for payment processing. These fees are identified in the Task Order for payment processing, which Task Order will provide for adjustment to such fees if any third party provider changes its fees.

- Monthly Account Orders – Contractor will provide monthly account users who do not agree to pay by eCheck or credit card with a monthly invoice for services used on IN.gov on behalf of the state. Contractor will establish a lock box to receive all paper payments of monthly account invoices. The State will be responsible for all fees associated with lock box account maintenance and support as well as fees for payment processing. These fees are identified in the Task Order for payment processing, which Task Order will provide for adjustment to such fees if any the third party provider changes its fees.

  All monthly account users, regardless of method of payment, will be required to complete a monthly account agreement with the State, administered by Contractor, prior to receiving a username and password. The monthly account initial/renewal fee shall be established by the State and shall not be less than $50 per year. Such fees will be paid to Contractor.

Fund Distribution:

- Credit Card Orders – All payments remitted thru IN.gov by credit card users will be deposited directly into the State's designated bank account as identified in the associated merchant account set up by Contractor. (A Task Order will be required for each merchant account set up.) Contractor is not a party to the deposit and disbursement of funds to the State and is not responsible for the amount or the schedule of deposits from the respective credit card companies.

- eCheck Orders – All payments remitted thru IN.gov by eCheck users will be deposited directly into the State's designated bank account as identified in the ACH file submitted by Contractor. Contractor is not an active party to the deposit and disbursement of the funds to the State and is not responsible for the amount or for the schedule of deposits to the State from the eCheck users.

- Monthly Account Orders – All monthly account paper check payment funds will be deposited directly to a state-designated bank account via a lockbox. Contractor is not an active party to the deposit and disbursement of the funds to the State and is not responsible for the amount or for the schedule of deposits to the State from the paper check users.

- Payment Advice to State – Contractor will provide monthly Payment Statements to the State to enable the State to distribute the monthly account funds to the appropriate state agency account(s). Payment Statements containing transaction counts and total dollar volumes processed will be provided to the State 30 days in arrears.

Chargebacks, Returns and Monthly Accounts Receivables:

- Chargebacks – Upon notification from the merchant of a credit card chargeback, Contractor will research said Order and contact the credit card user to confirm whether or not the user intends to proceed with the chargeback. Contractor will provide a weekly Chargeback Report to the State. The Chargeback Report will contain the information provided to Contractor from merchant processor, status of user contact, action taken (if any) and requested approval from State for next steps, if necessary. Contractor will not be responsible for any fees associated with Chargebacks. All fees associated with the Chargebacks will be paid by the State.

- Returns – In the event of an eCheck return, Bank will notify State and State will apply the State's return check process. The Contractor will have no responsibility for this process.

- Monthly Accounts Receivable for Monthly Accounts – Contractor will provide a monthly Account Receivable report to State for outstanding monthly account payments due to the State from both state agencies and private monthly account customers. Contractor will use the following guidelines with regard to contacting any past due *non-governmental monthly account customer*. Past due is determined based on the issue date of any invoice. Contractor is not responsible for any uncollected amounts.

  Contractor will take the following actions according to the designated numbers of days following the issuance date of any invoice:

  o 30 days – Check lockbox information for recent payments processed, put any appropriate accounts on watch list if payment is not received, and alert account holder of overdue status via a second billing notice.
  o 60 days – Check lockbox information for recent payments processed, suspend access to the portal for any appropriate accounts if payment is not received, make a courtesy call to the account holder's phone number of record to notify the monthly account holder of their suspended status and the necessary process to get the account holder's service reinstated. If Contractor reaches the account holder's voice mail, Contractor will leave a message. If Contractor is unable to leave a message, speak with the account holder or if the phone number of record is wrong, Contractor will continue to follow the process as defined in this PA.
  o 90 days – Refer to the State for collection. Move account from suspended to closed. If contacted about resuming service, explain that account holder would need to:
    - bring account balance current,
    - remit new annual monthly account fee, and
    - make prepayment for ongoing services, if required by State.

Once the information has been referred to the State for collection, the Contractor has no further obligation for the processing or attempted collection of past due amounts. Contractor makes no guarantee of payment or collection for any portal services rendered.

Reporting

The Contractor Office Manager designated under Administrative Support services will be responsible for creating user accounts, similar to paying users' "monthly accounts," for state agencies to view the information and reports as provided by the existing NIC Payment Engine. The State will be assigned IDs as "merchants", as necessary, to facilitate "read" access to reports provided within the existing NIC Payment Engine presently in use on IN.gov. The Payment Engine allows for "access by merchant" and allows individual service codes to be grouped together under the merchant's ID. Merchants have access to all the reports and order information as identified within this PA for all service codes. The State can have up to 5 usernames and passwords per agency for accessing information under each merchant account. The Office Manager will provide the following account maintenance relating to the users identified by the State: account creation, enabling/disabling users, password resets, and altering of the user profile. The State is responsible for communicating which users are granted access to the system. In the case of employee termination or the requirement that access to the system be granted, the State is responsible for promptly identifying the necessary information to the Office Manager.

Contractor will provide the State with the ability to search for Orders using the following search criteria. (This information will be read access only):
- Order ID, Local Reference;
- Lower, Order ID, High Order ID, Start Date, End Date, Service Code, Origin; or
- Customer Name, Email Address, Payment Method;

    For credit card only:
- Card Number, Name on Card, Card Type; or,

    For ACH only:
- Account Number, Check Number, Account Holder Name

The following Order detail will be displayed for an individual transaction:
- Order ID, Reference ID, Merchant ID, Service Code, Origin, Order Date, Status, Username, Contact Name, Phone Number, Phone Number 2, Email Address, Mailing Address, Payment Implement Type, Name on Account, Account Address, Orders items by SKU, ID, Type, Description, Unit Price, Quantity, and Ext. Price, Invoice by Invoice Id, Date, Invoice Total, Financial History by ID, Date, Type, Amount, Status, Comments by Date, Author, and Comment Text (Agencies have the ability to add comments to the Order)

- **For ACH Orders Only**: Account Type, Routing Number (not displayed), Account Number (last 4 digits only)

- **For Credit Card Orders Only**: Card Type, Card Number (last 4 digits displayed), Expiration Date (not displayed)

The following Order detail is available for individual invoice research:
- Invoice ID, Invoice Date, Username, Comments by Date, Author, and Comment Text, Invoice Items by SKU, ID, Type, Description, Unit Price, Quantity, and Ext. Price

The following Order detail is available for individual financial transactions using for *credit card Orders only* (some of these details are not available for IN.gov due to information not being returned by payment processing entity):

- Type, ID, Date, Order ID, Invoice ID, Total Amount, Merchant Amount, Status, Failure Code, Failure Message, AVS Code, AVS Message, Processor AVS Code, Processor AVS Message, CVV Code, Processor CVV Code, Processor CVV Message, Threshold Code, Threshold message, Disbursement Date, Username, Name on Card, Card Type, Card Number (last 4 digits only), Expiration Date (not displayed), Comments by Date, Author, and Comment Text

The following Order detail is available for individual financial transactions using *ACH Orders only*: Type, ID, Date, Order ID, Invoice ID, Total Amount, Merchant Amount, Status, Failure Code, Failure Message, Settlement Date, Disbursement Date, Username, Name on Account, Account Type, Routing Number (not displayed), Account Number (last 4 digits displayed only), Transaction type, Authorization Type, Customer Type, Account Address, Comments by Date, Author, and Comment Text

The following reports are available to agencies processing monthly accounts, credit card or eCheck Orders:

Financial Summary Reports (Grouped by service code and date)
- **Net Revenue Report** – Invoice Volume, Refund Volume, Gross Revenue, Merchant Revenue by service code
- **Order Summary Report** – Volume, Order Amount, Invoice Amount, Merchant Amount by service code
- **Order Item Summary Report** – SKU, Volume, Item Quantity, Item Amount
- **Invoice Summary Report** – Volume, Invoice Amount, Merchant Amount
- **Invoice Item Summary Report**
- **Refund Summary Report** – Volume, Amount, Merchant Payback
- **Returns Summary Report** – Volume, Return Amount, Merchant Payback
- **Settlement Report** – Order ID, Invoice ID, Reference ID, Settlement Date, Settlement Amount

Detailed Activity Reports (Grouped by service code and date)
- **Order Detail Report** – Order ID, Reference ID, Order Date, Service, Origin, Order Amount, Invoice Amount, Merchant Amount
- **Order item Detail Report** – Order ID, Reference ID, Order Date, Service, Origin, SKU, Instance ID, Item Quantity Item Amount
- **Invoice Detail Report** – Invoice ID, Order ID, Reference ID, User Name, Invoice Date, Order Date, Service, Origin, Invoice Amount, Merchant Amount
- **Invoice Item Detail Report** – Invoice ID, Order ID, Reference ID, User Name, Order Date, Service , Origin, SKU, Instance ID, Item Quantity, Item Amount
- **Refund Detail Report** – Invoice ID, Order ID, User Name, Invoice Date, Refund Date, Service, Invoice Amount, Refund Amount, Merchant Payback
- **Returns Detail Report** – Return ID, Reference, User Name, Invoice ID, Order ID, Invoice Date, Return Date, Service, Return Amount, Merchant Payback

Disbursement Reports (Grouped by service code and date)
- **Merchant Disbursement Report** – Options, Disbursement ID, File ID, Create Date, Transfer Date, Service, SKU, Amount

Miscellaneous Reports (Grouped by service code and date)
- **Batch Failure Report** -- Invoice ID, Order ID, Transaction Date, Settlement Date, Service, Trans Amount

Any custom reports requested by the State will be treated as Variable Services.

j. Disaster Recovery, Security, Privacy, Etc.

Disaster Recovery & Security – n|Frame offsite Data Center.

Contractor will maintain a disaster recovery plan that provides for full recoverability of static content of the IN.gov Web site hosted by the Contractor on the IN.gov Infrastructure within forty-eight (48) hours of a catastrophic event. The off-site data center provided by Contractor will utilize its subcontractor, n|Frame, and shall include the following services:

- 24x365 monitoring using appropriate industry standard monitoring tools;

- The capability under ordinary circumstances to achieve uptime to the level agreed upon under this PA; and,

- A Tier IV data center facility staffed by non-Contractor security personnel 24x365 and providing constant on-site security. This includes n|Frame issued access cards, in conjunction with a registered biometric hand scan, to allow access to the facility.

Contractor will, within thirty (30) days of the completion of the transition of the IN.gov Infrastructure from the State Data Center to the n|Frame Data Center, deliver to the State a copy of Contractor's written disaster recovery plan for static content. Contractor will provide the State with a copy of any substantial future modifications, if necessary, to its disaster recovery plan for static content.

Further disaster recovery beyond full recoverability as set forth in this PA is available as a Variable Service.

Security

Contractor shall comply with the State's existing privacy laws and security policies in connection with its hosting of IN.gov Infrastructure and its disaster recovery plan as set forth in this PA. In the event a change to State's privacy laws or security policies results in increased Contractor costs, the Contractor shall notify the State of the costs associated with compliance and the State shall bear the increase.

Contractor shall comply with applicable requirements specified in SOX, PCI DSS, and NACHA standards. (If the State requests access to any data covered by PCI DSS, then state compliance with PCI DSS standards is a necessary pre-condition to Contractor compliance.) Contractor will

provide the following hardware and software security features relating to the IN.gov Infrastructure in addition to its data storage security provided in compliance with PCI DSS:

- "Stateful" or equivalent inspection firewalls will be used to help regulate all network traffic from the Internet into the DMZ segments and communications between network tiers

- A multi-tier application architecture will be used to help limit communications between the tiers to prevent an intruder from accessing critical systems attached to network segments

- Virtual Private Networks (VPNs) will be used to help prevent unauthorized internal intercept of communications between IN.gov and state systems

- Intrusion detection products will be used to help identify and report intrusions to Contractor staff in order to take immediate counter-measures

- Virus protection software will be used to help proactively intercept computer virus infections for existing applications.

- Internal security audits will be performed to help thoroughly test the security implementation

- Development workstations will be secured in a commercially reasonable manner to mitigate the risk that an intruder will gain access to the server infrastructure through a compromised workstation

- Remote access by portal employees will utilize Virtual Private Network (VPN) client software using multi-factor authentication mechanisms to mitigate the risk of unauthorized remote entry into the system

- Identify security incidents which penetrate the IN.gov servers maintained by Contractor and compromise data (defined as obtaining or altering confidential user information, transaction data or authorized static content), and will notify the State within two business hours of confirmation of the incidents

- Provide commercially reasonable Internet and physical security in accordance with generally acceptable security practices

Privacy.

The State agrees to require of all state agencies using IN.gov, and of other third party vendors providing applications to IN.gov, and Contractor agrees to require of itself the following privacy standards:

- Not less than 128-bit SSL encryption to protect Web requests that contain:

  - User credentials (username and password)

  - Sensitive information (credit/debit cards numbers, checking account and routing numbers)

- Personal information not available via a public source (social security numbers, date of birth)

- Documenting, for each application, what information will be accessed, how it will be accessed and provided to the public, an assessment of the access method and what, if any, special authentication requirements must be satisfied by the individual customers to qualify for access.

In addition, the availability and management of all data retained by Contractor from IN.gov users will adhere to current Contractor and IOT-specified security policies in effect at the time of deployment of the application. The service will also comply with the then-current applicable privacy policies established by the State or particular agency, and state, and/or federal law. In the event a change to the State's or an agency's privacy laws and/or security policies results in increased Contractor costs, the Contractor shall notify the State of the price associated with compliance and the State shall bear the increase.

Contractor shall obtain from its employees executed non-disclosure agreement upon hiring and Contractor will require its employees to comply with any privacy or confidentiality requirements specified in an agreed-upon Statement of Work, Task Order or Change Order prior to beginning work on the particular project. Contractor requires its employees to submit to a criminal background check with a recognized provider upon the reasonable request of the State, at Contractor's expense.

Transactions Logged.

Contractor shall maintain logs for any application software deployed through IN.gov and under the management of Contractor, that detail the time of each transactions, the amount of data involved, the source of the data and the type of data sent, in addition to other logged information itemized below:

- Web server requests: All requests to IN.gov Web servers, whether application software or otherwise (including errors), are logged and archived per a back-up and retention schedule created by Contractor.

- Web application requests: Critical IN.gov application software will generate individual archive logs of every Web request, with the exception of personal information fields such as social security numbers, dates of birth, credit card numbers, credit card expiration dates and banking information.

- Application server errors: All IN.gov application server errors are logged and archived.

- Database audit logging: All database operations against financial data are logged according to PCI DSS standards.

As part of its Baseline Services, Contractor shall comply with any reasonable state request to produce for inspection application logs or any other logged data for IN.gov; provided however, disclosure of any PCI DSS-compliant material shall only be made to another PCI DSS-compliant entity pursuant to PCI DSS Rules and Regulations.

3. Variable Services (Services Above the Baseline – Variable Pricing Model).

If a project falls outside the scope of Baseline Services or if the State wishes to pursue a deployment schedule that requires additional resources beyond the extent of Baseline Staff, or for any other reason, the Contractor may provide a variety of non-Baseline Services ("Variable Services").

The State may at any time request Variable Services, in accordance with this Contract and PA. The following procedures for Variable Services shall be followed:

1. The State shall specify in writing the desired Variable Services.

2. If Contractor desires to provide the requested Variable Services, Contractor shall use commercially reasonable efforts to submit to the State a Task Order as soon as practicable after receiving the State's request. Such Task Order may include a date after which the proposal expires. Neither Contractor's submissions nor Contractor's pricing for the project shall be communicated to any of the other potential vendors in advance of acceptance by the State.

3. If the State accepts the Task Order presented by Contractor prior to the expiration date, the parties will execute the Task Order, and it shall become an agreed Task Order. The Contractor shall then perform the services as described in the Task Order, and State will be billed and will pay for such services as specified in the Task Order. The performance of modified services by Contractor shall be governed by the terms and conditions of this Contract and the PA. Contractor shall be treated no less favorably up to the time of award of the Task Order as are other potential vendors.

Variable Services may include professional services in the following areas: application software development, e-commerce and financial management, marketing, public relations, transition services, design and print, customer training, and other related services to support and expand IN.gov. Variable Services for professional services will be based upon hourly rates identified in this Addendum.

Information contained within any documents provided to the State by Contractor in connection with proposed or agreed Variable Services shall not be communicated to any other vendor for review or consideration.

Variable Hosting Rates

▪ A per unit hosting fee will be applied to all New (shared or dedicated) Applications that are then hosted with the IN.gov Infrastructure.

The following table describes those fees and how they will be applied.

Variable Services Description (Hosting Services)	
Hosting Service	**Monthly Rate**
New Shared Application (Shared applications are defined as applications that are developed to and meet agreed upon published hosting standards – regardless of who has developed the application.)	Per Application – $100/month Per Database Schema – $50/month Storage (per GB) – $10/month Monitoring and Management Services – included in fee Backup Recovery Services – included in fee
New Dedicated Web Application (Dedicated Web Application is defined as applications that do not meet specific published hosting standards and must be hosted in a dedicated environment.)	Quoted per project based on requirements

Variable Hourly Rates for Contractor and Subcontractors

The following is a chart of some, but not all of, Contractor's service rates that will be available for development of Variable Services (Note: Levels and categories, including but not limited to the following rates, are determined by Contractor based on experience, skill, knowledge, and training. Additional labor categories and rates are available upon request):

Variable Services Description (Contractor Professional Services)	
Labor Category	**Hourly Rate**
Executive Management	
Executive Manager	$240* per hour
Senior Architect	$150* per hour
Application Developer	
Level I	$80* per hour
Level II	$110* per hour
Creative/Web Designer	
Creative (HTML-er)	$50* per hour
Web Designer	$70* per hour
Print Designer	$60* per hour
Project Manager	
Level 1	$70* per hour
Level II	$110* per hour

Each subsequent contract year after the first year, Contractor's hourly variable service fees shall be reviewed annually and will be adjusted upon mutual agreement of Contractor and the State to take into account the affects of inflation or personnel market forces upon Contractor's provision of services.

Other Contractor rates will be made available to the State for labor categories not included in the above list.

For Variable Services, if Contractor elects to use subcontractors named in the proposal (Bucher + Christian and CREW Technical Consulting), Contractor commits to provide those subcontractor resources at the QPA rates agreed upon between the State and the subcontractor, in effect at the time such services are used. As the prime contractor, Contractor will not increase the rates of these subcontractors which have been approved as part of the QPA schedule between the State and the vendor, but may charge the State for administrative/supervision time incurred in supervising such subcontractor services.

4. Processes and Procedures.

a. Documentation

Information contained within any documents, including Statements of Work, Task Orders, and Change Orders, provided to the State by Contractor shall not be communicated to other vendors for review or consideration.

Contractor shall document each Active Project, in the manner outlined within this document, unless otherwise mutually agreed-to by IOT and Contractor. Contractor's project managers shall capture or create Documentation necessary to establish the required elements or specifications of project performance, including mutual amendments to agreed elements of performance, as related to project specifications. Contractor shall capture or create such Documentation in coordination with, and share it with, state agency partners. It shall only be necessary for Contractor to provide to the State the final Documentation for the required specifications of the Active Project, along with mutually agreed changes that occur thereafter. All Active Project specifications, milestones achievement, changes to specifications, and acceptance of the final as-built Project, as well as approval for deployment, require agency sign-off as stipulated in the appropriate Documentation. As part of the implementation and ongoing support of an Active Project under a Task Order, Statement of Work or Change Order, Contractor will create and maintain the following final documents, as mutually agreed-to by Contractor and the State, to help facilitate a successful transition to another party at the end of the Contract period:

- Project Documentation defined as a Statement of Work, Task Order or Change Order
- Hosting Documentation (defined as a list of each application hosted and what hosting hardware/software the application utilizes from the hosting environment)
- Usage/Performance Documentation (as mutually agreed between State and Contractor to be applicable)

Contractor will cooperate with the State in seeking to attain the goal that the processes and procedures for developing, maintaining, supporting and documenting Contractor application software meet current State standards and will provide the best framework for the application software to continue to be supported, regardless of the party responsible for that support.

b. Statements of Work and Task Orders

Information contained within these documents will generally conform to an agreed format, must be mutually agreed-to by Contractor and the State prior to beginning project work, and may be changed in the future upon the mutual agreement of the parties. Contractor shall be treated no less favorably up to the time of award of the Statement of Work, Change Order, or Task Order as are other potential vendors.

Statements of Work. A Statement of Work shall be prepared by Contractor for every New Application software, Change Order or Enhancement to an existing application software, to be developed by Contractor using Baseline Staff. A Statement of Work is not binding until signed by both parties. Signatures must be received prior to the expiration of the document.

The State may at any time request a Statement of Work for Baseline Services. The following procedures shall be followed:

> 1. The State shall specify in writing the desired Baseline Services.
>
> 2. Contractor shall use commercially reasonable efforts to submit to the State a Statement of Work as soon as practicable after receiving the State's request. Such Statement of Work may include a date after which the proposal expires.
>
> 3. If the State accepts the Statement of Work presented by Contractor prior to the expiration date, the parties will execute the Statement of Work, and it shall become an agreed-to Statement of Work. The Contractor shall then perform the services as described in the Statement of Work. The performance of services by Contractor shall be governed by the terms and conditions of this Contract and the PA.

Task Orders. A Task Order shall be prepared by the State or Contractor for every new application software or Enhancement to an existing application software developed by Contractor using Variable Services, and for services beyond Baseline Services. The other party may either accept such proposal, or request modifications or additional details with respect to such. If agreement is reached, the parties will sign the written Task Order. No Task Order shall be binding until signed by both parties. Signatures must be received prior to the expiration of the document.

The State may at any time request Variable Services. The following procedures for Variable Services shall be followed:

> 1. The State shall specify in writing the desired Variable Services.
>
> 2. Contractor shall use commercially reasonable efforts to submit to the State a Task Order as soon as practicable after receiving the State's request. Such Task Order may include a date after which the proposal expires.
>
> 3. If the State accepts the Task Order presented by Contractor prior to the expiration date, the parties will execute the Task Order, and it shall become an agreed-to Task

Order. The Contractor shall then perform the services as described in the Task Order, and the State will make the payments specified in such Task Order.

5. Performance Reports.

a. Scorecard

- *Scorecard.* On a monthly basis, Contractor will provide the State with an IN.gov Scorecard, which presents Contractor's performance against the Service Level Agreements for the preceding month, for application software as agreed between the parties. Specific service levels for particular application software will be defined in the Service Level Agreements as mutually agreed by the parties. The parties shall agree to develop a scorecard that shall be presented in a Green, Yellow, Red format. These monthly reports shall also identify Service Credits and Debits to be "banked".

b. Project Report

- *Baseline Project Report.* Contractor shall maintain, for Active Projects performed using Baseline Staff, a Project Report, updated weekly, detailing the project name, responsible agency, agency contact, Contractor's responsible employee, brief statement of current status, a brief statement highlighting issues (if any), the phase the project is in, and key dates and major milestones, including total project hours budgeted compared to project hours delivered, arranged by major milestone. Project names will be highlighted in Green, Yellow, or Red to signify the status at a high-level of the project.

  The Project Report shall not include reporting on web site designs and major redesigns, including the eventual implementation of a CMS tool. These items will be captured, scheduled, tracked and reported through MS Project on a weekly basis and made available to the State.

- *Variable Project Report.* Contractor shall maintain, for Active Projects performed using Variable Services Staff, a Project Report, updated weekly, detailing the project name, responsible agency, agency contact, Contractor's responsible employee, brief statement of current status, a brief statement highlighting any issues (if any), the phase the project is in, and key dates and major milestones. Project names will be highlighted in Green, Yellow, or Red to signify the status at a high-level of the project.

- *Late Log Report.* Contractor shall maintain, for Active Projects performed using Baseline and Variable Services, a Late Log Report, updated weekly, detailing the project name, responsible agency, a list of milestones missed and a brief statement regarding why the milestone date was missed and how the project will be brought back on track, if possible.

c. Weekly Commitments

- *Weekly Meetings.* Contractor's Engagement Manager or a designated representative shall meet weekly with the State to review the Project Report and the Weekly Commitments Report and any other reports newly produced since the last meeting.

d. Project Close-out Survey

- *Project Close-out Survey.* The State may perform a project close-out survey, as mutually agreed upon by State and Contractor, and will share the complete results of each survey with Contractor.

e. Monthly Invoices

- *Monthly Invoicing.* Contractor's monthly invoice for Baseline Services will include a recap of Baseline Services relating to webdesign activities for each month.

- *Variable Services Invoicing.* Contractor's invoices for Variable Services will include the information specified in the applicable Task Order.

f. Notifications of Concerns

- *Notification of Concerns to State.* When the Contractor determines that there exists an issue that will delay its performance against the agreed timeline for a particular Active Project, the Contractor shall promptly give notice to the State, reporting information the Contractor deems relevant with respect thereto.

- *Notification of Concerns to Contractor.* When the State determines that there exists an issue that will delay the performance of the Contractor or of the State against the agreed timeline for a particular Active Project, the State shall promptly give notice to the Contractor, reporting information the State deems relevant with respect thereto.

g. Annual Report

- *Annual Report.* The annual report of NIC Inc. is a public document that is made available in approximately mid-March each year for download, on the NIC Inc. web site, www.nicusa.com, or through the SEC, www.sec.gov.

6. Change Management.

Any party may suggest a change to any existing Statement of Work, Task Order for an Active Project, or existing deployed application software developed by Contractor. To the extent of available Baseline Services, Change Orders will be provided as a Baseline Service. If Baseline Staff are committed to Active Projects to the point where insufficient Baseline Staff are available to complete the change, then the change will either be performed as a Variable Service or it must await adequate Baseline Staff resources. Once priority is determined (either by a process established by the State, or on a case-by-case basis by the State), the Change Order will be scheduled and executed. If a Change Order is extensive and beyond the scope of Baseline Services, additional resources may be available under Variable Services to perform the Change Order. Contractor will notify the State of any Change Order that is deemed extensive and beyond the Contractor's monthly Baseline staff based on priorities established by the State.

Changes that are considered Enhancements will follow the process and procedure for Enhancements in Section 4. [Processes and Procedures].

Change Orders

Contractor shall, to the extent of Baseline Staff committed in this Addendum, employ the following Change Order procedures for Change Orders that do not qualify as Significant System Changes, detailed below.

Change Order Procedure. Any party may suggest a change to any existing Statement of Work, Task Order, Active Project, or deployed application software developed by Contractor. The following procedures for a Change Order shall be followed by Contractor, the State, and any third party developing or supporting applications hosted on IN.gov. For purposes of this example, it shall be presumed that the State initiates the Change Order:

1. The State shall specify in writing the desired modifications to at least the same degree of specificity as in the original Statement of Work or Task Order.

2. Contractor shall use commercially reasonable efforts to submit to the State, as soon as practical, a firm time and cost proposal, should Variable Services be required, including any additional costs or expenses be incurred, including overtime, and any proposed modifications to the project plan for the requested Change Order as soon as practical. Such proposal will include a date after which the proposal expires.

3. If the State accepts the proposal presented by Contractor prior to the proposal expiration, Contractor shall perform the modified services subject to the time and cost proposals included in Contractor's response.

The parties acknowledge that a Change Order may result in an adjustment in Contractor's compensation and a delay in performance deadlines and associated project plans previously agreed. Change Orders required to be completed outside Peak Usage periods on an emergency basis will be treated as a Variable Service upon written approval by the State.

State agrees that in order to provide any possibility of meeting a firm timeline with Statement of Work or Change Order proposals for possible Baseline Services, it will be necessary to hold one or more resources in readiness, which may prevent the resource from being committed to any other work during this time.

In the event the Change Order procedure identified above cannot be followed because the requested services are required on an emergency basis (*i.e.*, work required beyond Peak Usage periods), the State shall request the particular services in writing, and the Contractor shall use commercially reasonable efforts to perform the requested services. The parties will treat such emergency services as Variable Services, and mutually agree upon the compensation payable, using the hourly rates pricing for the Variable Service set forth in the PA, adjusted for overtime, as applicable.

Contractor shall, to the extent of Baseline Staff committed in this Addendum, employ a six-phase approach to a Significant System Change, detailed below. The State shall follow the same six-phase approach for State-side system changes affecting application software available on IN.gov. For all other changes that do not require coordination with state agencies, the Contractor and State will follow the Change Order procedures listed in Section 6. [Statements of Work and Task Orders].

Six-Phase Approach to Significant System Changes

Phase 1: Notification. In this phase, the change requester (the change requester is the individual seeking authorization to implement a specific change on behalf of a project team or, on behalf of the person who authorized the work) declares his or her intention to pursue implementation of a change by adding the change to the change log. Contractor shall use the State's help desk system to serve as the logging and tracking mechanism for all Significant System Changes. The change log entry will include the basic information about the change, such as:

- Short description of the change;

- Impact and risk assessment results;

- Desired implementation date;

- "Exception indicator" if the lead time requirement will not be met; and,

- The change requester may also need to prepare detailed documentation in connection with extremely complex changes.

Phase 2: Review/Approval. Contractor will work with the change requester to prepare the following on the Request for Change (RFC) form:

- Reason / Justification for change;

- Scope of change, including whether it is within the scope of Baseline Services;

- Technical / Operational impact;

- Test plans / Results;

- Communication plan (Internal and External);

- Training plan;

- Documentation requirements, user and technical;

- Implementation plan (including timeframes, verification plan);

- Back-out and recovery plan; and,

- Status of project team approvals.

The results of the analysis will be presented to the State. Depending upon the results of the analysis, the State will recommend that the change receive: (a) preliminary approval (conditioned upon completion of activities already planned); (b) tentative approval (pending completion of action items explicitly assigned); or, (c) denial of implementation authorization and, if applicable, whether it will be considered as a potential project that falls outside the scope of Baseline Services. Changes denied preliminary approval either return to Phase 1 or are closed. If the impact and risk assessment yield a classification of "high," the State grants the Contractor authority to use its best judgment based on the affect on IN.gov users. In this instance, the Contractor may elect to implement an immediate "fix" or change and notify the State post-deployment.

Phase 3: Scheduling. Changes that receive preliminary or tentative approval in Phase 2 will be placed on the preliminary change schedule (the change schedule is an integrated list of upcoming changes sequenced by implementation date and time). The change requester may be invited to participate in a separate coordination meeting – hosted by the State – in which change plans are adjusted to eliminate scheduling conflicts. The potential impact of executing a contingency plan (*e.g.*, back-out, recovery) on unrelated changes scheduled for implementation during the same time period may be explored as well.

Phase 4: Implementation. All changes that require signatures (of executive project sponsor, requestor, Contractor project manager, and the State) must have those signatures obtained prior to change implementation. At the next project/change review meeting, the State reviews each change on the preliminary change schedule for the coming week. If any special action items assigned earlier by the team are complete, and all other process requirements have been satisfied, the State directs the project manager to place the change on the final change schedule. If all process requirements have not been met at this point – and cannot be resolved immediately – the State directs the project manager to remove the change from the final change schedule. Shortly after the change review meeting, the director of project management publishes (or posts) the final change schedule for all employees. Development resources execute the development plan as resources allow and work with the appropriate project stakeholders to test implemented changes.

Phase 5: Stakeholder Approval. Once acceptance has been granted by the State, the Contractor executes all tasks required to implement the change and performs post-implementation verification, as resources permit. As a final step, the project manager records the status of the implementation in the change log. Change status values are detailed here:

- Implemented: Change was implemented according to plan and without incident
- Implemented with Problems: An unscheduled outage occurred or unplanned intervention/action was required
- Backed out: Change was attempted, but was subsequently backed out
- Cancelled: Change implementation was not attempted

Phase 6: Deployment. The Contractor and State project managers confirm that change status data is complete and accurate. In the next project/change review meeting, unsuccessful changes ("implemented with problems" and "backed out") are examined to better understand the reasons for failure.

7. **Coordination with Third Parties.**

Contractor will provide the following coordination and support activities relating to hosting of third party applications (those applications developed by someone other than Contractor or its subcontractors or Affiliates) on the IN.gov Infrastructure under Baseline Services, as resources committed in the PA permit. In order to facilitate supporting the third party applications on the hosting environment, the State agrees to require that third party application developers develop the application in a way that eases integration, by adhering to IN.gov development and hosting

standards promulgated by the State and mutually agreed upon by the Contractor and the State. Contractor will not be required to modify third party software.

In general, the State and Contractor agree to the following methods to achieve the goal of providing easier support for third party applications hosted on the IN.gov Infrastructure:

- The State communicating to potential and identified third party application providers the mutually agreed upon standards for the Contractor hosting platform, used to determine whether the application can be hosted on the IN.gov shared platform and how applications interface with IN.gov services, such as the existing NIC Payment Engine on IN.gov;

- Contractor testing of applications provided by third parties and proposed for deployment on IN.gov, for the limited purpose of determining whether it appears to conform to IN.gov deployment standards. Baseline testing of third party applications will be for hosting or enterprise service interface compliance only. More detailed testing or conversion of existing applications can be performed as part of Variable Services, as needed. Contractor will not perform any testing beyond that to determine that third party applications appear to meet the published standards for hosting within Contractor's hosting environment. Contractor's testing does not in any manner make Contractor responsible for the performance of such third party applications or their affect upon IN.gov once deployed;

- Contractor providing infrastructure support and coordination for third parties that may deliver an application, in order to leverage a Contractor-deployed enterprise service, such as the existing NIC Payment Engine on IN.gov. Contractor will provide consulting on how to interface with any of Contractor's enterprise services, but will not customize or change those systems or services to interface with a third-party application; and,

- Contractor providing communications and hosting support for any Contractor-built service delivered under Baseline Services that interfaces with, or utilizes, a third-party application. Contractor will cooperate with other vendors that may provide those third-party back-end systems to make Contractor's systems compliant with other third parties. If a Variable Service requires an interface to a third party application, Contractor will price the support and communication into the Variable pricing.

- Contractor is not responsible for the internal functioning of third party software and disclaims responsibility for any affect upon the portal of third party software.

8. **Content Management.**

The parties recognize that the State has begun an effort to select a content management system. Contractor will participate in the State's CMS-review sessions and will ultimately support and implement the CMS selected by the State as part of Variable Services. Contractor will use the State-selected CMS once implemented. The State will provide to Contractor any necessary licensing and/or training at State's expense.

9. **Transition Services.**

Estimated One-time Cost (If Any).

There will be no one-time costs associated with the transition to the n|Frame data center as long as the State uses Baseline Staff resources to perform the transition work.

Estimated Transition Cost (If Any): Transition of IN.gov Infrastructure to meet hosting requirements upon initial award to Contractor shall be handled in the following manner. A list of activities currently performed by Contractor under the current contract, some or all of which may be transitioned to the State as the portal manager upon signing of the new Professional Services Contract, was detailed in Contractor's RFP response. However, a complete list of activities desired for transition has not yet been specified by the State. By August 1, 2006, the State will provide, in writing, a list to Contractor of activities it will assume or which will be discontinued. Contractor will provide within fifteen (15) days from the date of the State's notification to Contractor, in writing, any transition costs for said activities. The parties agree to negotiate in good faith regarding such transition activities and whether each particular transition cost will be addressed under Baseline or Variable Services.

Hosting. As long as the State leverages the Baseline Services resources, and provides Contractor access to existing State personnel, facilities and supplies during transition, there will be no one-time transition costs associated with transitioning the existing equipment from the State Data Center to the off-site hosting facility. However, if the State elects NOT to use Baseline Services for this migration, in whole or in part, the State will provide written notice to Contractor of the State's decision to use Variable Services. Contractor and State will work to develop a mutually agreed upon migration plan. Upon mutual acceptance of said plan, Contractor will provide a cost proposal to the State within twenty-five (25) days of notification from the State.

The parties shall plan for a hosting transition completed by December 1, 2006. Both parties agree that migration might happen prior to December 1, 2006.

10. Services of Contractor Exempt From this Contract and Performance Addendum.

This section lists those IN.gov or IN.gov-related services presently provided by Contractor that are not included within the scope of this Contract and PA.

a. Department of Natural Resources Internet Point-of-Sale System.

The Department of Natural Resources' ("DNR") Internet Point-of-Sale system (iPOS), which provides retailer licensing capabilities to over 700 retailers statewide, consists of four separate Web applications, all of which use the iPOS backend:

- POS (https://secure.in.gov/apps/dnr/pos/) – Retailer licenses sales, account management, inventory management, retailer notification, and reporting.
- Online Licensing (http://www.in.gov/ai/appfiles/dnr-license/index.html) – Internet sales of licenses
- Special Limited Hunts Administration (https://secure.in.gov/apps/dnr/slh/admin/) – Administrative interface that allows DNR staff to create and modify special hunts for first come first service, draw, and reduction hunts

- Special Limited Hunts Consumer (https://secure.in.gov/apps/dnr/slh/consumer/) – Allows customers to sign up for special first come first serve, draw, and reduction hunts.

DNR pays a per transaction fee to Contractor for support of the four separate Web applications. Contractor's responsibilities for these systems include:

- Project Management

- Application Software Development and Support, including:
    - Administrative Screens
    - Internet User Screens

- Database Development and Support, including
    - Hardware Procurement
    - Backup Equipment
    - Conversion
    - Hosting

- Financial Processing, including:
    - Weekly Agent ACH (Sweeps)
    - Agent Invoicing and Reports
    - Division of Fish and Wildlife Reports

- Equipment, including
    - Negotiation
    - Procurement
    - Distribution and Setup
    - Support

- Connectivity, including
    - Negotiation
    - Coordination

- Service Desk, including
    - Telephone Support and Coordination with Project Support Partners
    - Online Training
    - Face-to-Face Training
    - Problem Reporting and Resolution

Contractor currently pays a monthly fee to IOT for the database support services and will continue to do so, unless State and Contractor mutually agree that Contractor will assume such responsibility.

In addition, Contractor holds a contract with Bell Techlogix to provide call center support, coordinate imaging for all PCs deployed in the field and to assist with training efforts. This

subcontractor is not presently included in the list of Subcontractors to perform Baseline and Variable Services.

Contractor will create a mutually agreed upon Task Order outlining the specific duties of Contractor and State in support of the DNR iPOS system.

b. MyLocal.IN.gov.

Support and coordination of ongoing activities relating to the myLocal.IN.gov portal will be provided by IOT, not Contractor. This initiative, which grew from an earlier program called "IN-Map", was transitioned to Contractor from Intelenet by the previous administration. myLocal.IN.gov, launched in March 2004, provides the public with a comprehensive resource for local Indiana government information, and also allows locals entities to use the IN.gov payment portal. Contractor will support and provide development for myLocal.IN.gov, including payment processing, utilizing Variable Services as requested by IOT.

Three basic options are provided for local payment processing under Variable Services available through Contractor to myLocal.IN.gov:

- ePayments for services common to multiple jurisdictions (such as tax payments)
- Integration of existing application software (built by the local agency or a third party) into the IN.gov payment portal through secure Web channels
- Internet-based point-of-sale (also referred to as "over-the-counter" credit card processing) allows locals to offer in-person credit card payment

The State agrees to pay Contractor $2.00 per payment for existing services generating payment Orders currently processed for local governmental entities using the existing IN.gov payment portal. The State and Contractor agree to work with all local governmental entities utilizing these services to deposit local funds directly to a designated local bank account. A mutually agreed upon Task Order will be required for Contractor to execute any new services in support or promotion of the MyLocal.IN.gov initiative.

Service Level Agreements

The following SLAs are established between the State and the Contractor to apply to Contractor-built Baseline Services and Contractor-built Variable Services that are hosted on the IN.gov Infrastructure. Any delays or failures caused by state agencies, state infrastructure, systems or databases of the State or its third party providers, other third party providers, or a Force Majeure Event (as defined in the Professional Services Contract), exempt the Contractor from relevant Service Level Requirements in specific areas for the period of such delays or failures. Further, several Service Level Requirements are dependent upon the effective implementation of Altiris; those relevant Service Level Requirements will become effective only upon the implementation and migration to Altiris by the Contractor.

With the exception of IN.gov availability, all Service Level Requirement measurements will be rounded to the nearest round number. For IN.gov Availability, measurements will be rounded to nearest hundredth. Additionally, requests of the State to prioritize or provide emergency services may affect the Contractor's ability to meet such SLAs; the parties will equitably adjust the SLAs

by mutual agreement in such event. Problems arising from end user systems and end user errors are not included in Contractor's Service Level Requirements.

The State and the Contractor agree to review all Service Level Requirements and Performance Level Measurements quarterly to evaluate the Service Level Requirements and Performance Level Measurements for reasonableness. If additional Service Level Requirements are required or Performance Level Measurements are altered, and mutually agreed, then the Contractor may adjust the Baseline Service fee as mutually agreed.

If the number of Active Projects or Production Problems Responses measured in a Measurement Interval is five or less, the Measurement Interval will be extended for the next measurement interval for determining Service Level Units. The Contractor and the State can agree to waive Service Level Units (Debits and Credits) for specific Service Levels during any Measurement Interval.

In the event that Contractor's actual performance with respect to the specific Service Levels falls within the specific Service Level Scorecard Ranges established in this PA, for the specified Measurement Interval, and the reason is one that is within the Contractor's control, Contractor will provide to the State a Service Level Credit Unit(s) ("Credit Units") as established for that Service Level, if any, equating to a number of billable hours of development to be applied against Contractor's Variable Services.

Contractor will receive a debit from the State in the form of Service Level Debit Units ("Debit Units") as established for that Service Level, if any, equating to a number of billable hours of development to be applied to offset Credit Units.

These Service Level Units will be "banked" for use by the appropriate party on a monthly basis, and the status of these banked Service Level Units will be reported on a monthly basis by the Contractor. The Service Level Units will then be netted on a semi-annual basis, at which time the parties shall apply net Service Level Units (Credits less Debits) to the next executed Task Order(s). The net Service Level Units may also be carried over from one year to the next. Total Contractor's Debit Units are limited to 150 at any time. If any SLA is Unsatisfactory in any Measurement Interval and there are Debit Units banked, all banked Debit Units are lost. If any SLA is Marginal in any Measurement Interval and there are Debit Units banked, 50% of all banked Debit Units are lost. If there are no Debit Units banked, then the Contractor will provide Service Level Credit Units to the State for that specific Service Level Requirement that fell within the Unsatisfactory or Marginal ranges. If all or 50% of Debit Units are removed from the netted bank of Service Level Units, then the Contractor will not provide Service Level Credit Units to the State for the specific Service Level Requirements that fell within the Unsatisfactory or Marginal ranges.

If there is a remaining balance at the end of the Contract term, or if the parties agree not to carry any yearly balance over to the next year, then the hours shall be applied to transition services at the end of the Contract term. If there is a net balance of Service Level Credit Units remaining at the end of transition services, then the Contractor shall pay the State an amount of money equal to the remaining net "Credits". The State will not be obligated to pay the Contractor the amount of "Debits" if there remains a balance of Service Level Debits following transition.

a. Applications Software (New Development)

Delivery of Active Projects relating to new development by Delivery Date with the Contractor's belief that requested new development meets specifications as specified within each approved Statement of Work (Baseline Services) or Task Order (Variable Services). New development is defined as:

- Delivering a newly purchased application software or Affiliate developed application software;

- Automating a previously manual process;

- Creating a new report; or

- Creating new application software.

Service Level Requirement. Active Projects relating to New Application software development delivered for State and agency approval upon Contractor's belief that such development meets the specifications of the Statement of Work or Task Order ("delivered as meeting specifications") by the Deliver for Acceptance/Deployment Approval Date (Delivery Date) specified in the estimated, or last revised, mutually approved Statement of Work or Task Order, which has been agreed to by State and Contractor, provided all other participants (*e.g.*, IOT, state agencies, vendors, users and other service providers) have met all agreed upon commitments. Approved schedules may be adjusted by agreement between State and Contractor. In the event that the Contractor fails to deliver projects within new development by the estimated, or last revised, and mutually approved Delivery Date, then the Contractor will provide the name and the reason for the delayed project in the Late Log Report.

Performance Level Measurement. Total number of Active Projects relating to new development delivered by the Delivery Date of each last revised and mutually approved Statement of Work or Task Order / total number of Active Projects relating to new development required to be delivered in the measurement period.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 development hour.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	100 – 90%	89 – 80%	79 – 0%
Service Level Credit Units	0	15	30
Service Level Debit Units	20	NA	NA

b. Applications Software (Change Orders)

Delivery of Active Projects relating to Change Orders by Delivery Date with the Contractor's belief that it meets specifications in the Change Order.

Service Level Requirement. Active Projects relating to Change Orders agreed to by State and Contractor delivered with the Contractor's belief that the delivered change meets the Change

Order specifications ("delivered as meeting specifications") by the Delivery Date of each estimated, or last revised, mutually approved Change Order, provided all other participants (*e.g.*, IOT, state agencies, vendors, users and other service providers) have met all agreed-upon commitments. Approved schedules may change as agreed between State and Contractor. In the event that the Contractor fails to deliver Change Order projects by estimated, or last revised, and mutually approved Delivery Date, then the Contractor will provide the name and the reason for the delayed project in the Late Log Report.

Performance Level Measurement. Total number of Active Projects relating to Change Orders delivered by Delivery Date of each estimated, or last revised, and mutually approved Change Orders / total number of Active Projects relating to Change Orders required to be delivered in each Change Order in the measurement period.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 development hour.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Acceptable	*Marginal*	*Unsatisfactory*
Service Level Scorecard Ranges	100 – 90%	89 – 80%	79 – 0%
Service Level Credit Unit	0	15	30
Service Level Debit Unit	20	NA	NA

c. Applications Software (Enhancements)

Delivery of Active Projects relating to Enhancements by Delivery Date with the Contractor's belief that it meets specifications in each Statement of Work or Task Order ("delivered as meeting specifications"), of approved Enhancements as defined within each mutually approved Statement of Work or Task Order.

Service Level Requirement. Active Projects relating to Enhancements delivered as meeting specifications by estimated, or last revised, and mutually approved Delivery Date of the Statement of Work or Task Order. Approved schedules may change as agreed between State and Contractor. In the event that the Contractor fails to deliver Enhancements beyond estimated, or last revised, and mutually approved Delivery Date, then the Contract will provide the name and the reason for the delayed project in the Late Log Report.

Performance Level Measurement. Total number of Active Projects relating to Enhancements delivered as meeting specifications by the estimated, or last revised, and mutually approved Delivery Date of each Statement of Work or Task Order / total number of Active Projects relating to Enhancements required to be delivered in each Statement of Work or Task Order within the measurement period.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 development hour.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	100 – 90%	89 – 80%	79 – 0%
Service Level Credit Unit	0	15	30
Service Level Debit Unit	20	NA	NA

d. Applications Software (Production Problem Response – Peak Usage Periods)

Timeliness of Contractor responding to Help Desk calls assigned to Contractor by State relating to Production Problems for Supported Services from Indiana state agencies properly logged via the state Help Desk Altiris system during Peak Usage periods pertaining to application software Production Problems. This Service Level is dependent on the effective implementation of and migration to the Altiris system by the Contractor. If the problem is the result of a coding problem, then the response times do not apply.

An acceptable response is:

· If the issue is identified as simple (requires a restart of the affected application software or system), then Contractor will resolve the Production Problem within the required response time.

· If the issue is identified as complex (requires more than the restart of the affected application software or system), then Contractor will provide resolution or timeline for resolution. Within one business day of identifying the problem as complex, the Contractor will provide a Change Order or Task Order with Delivery Dates.

· If the Contractor is unable to identify the nature of the problem, then Contractor will continue to troubleshoot and provide ongoing updates at regular intervals as specified (*e.g.*, every two hours within Peak Usage period, every four hours during Off-Peak Usage periods and every 24 hours during Weekends and Holidays) until the problem is identified as simple or complex.

State must designate to Contractor in writing in advance the party to which updates and resolutions are to be provided.

Service Level Requirement. Calls logged in Altiris and assigned to Contractor by State relating to Production Problems for Supported Services responded to by Contractor within 2 hours during Peak Usage periods.

Performance Level Measurement. Total number of calls assigned to Contractor by State relating to Production Problems for Supported Services responded to within 2 hours of being properly logged in Altiris and assigned to Contractor by State during Peak Usage periods / total number of calls assigned to Contractor by State relating to Production Problems for Supported Services properly logged and assigned to Contractor by State per the Altiris logs during Peak Usage periods.

Service Credit/Debit Unit. Each Service Level Unit (Credit or Debit) equals 1 development hour.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Exceptional	*Acceptable*	*Marginal*	*Unsatisfactory*
Service Level Scorecard Ranges	100%	99 – 90%	89 – 80%	79 – 0%
Service Level Credit Unit	NA	0	15	30
Service Level Debit Unit	25	0	NA	NA

e. Applications Software (Production Problem Response – Off Peak Usage Periods)

Timeliness of Contractor responding to Help Desk calls assigned to Contractor by State relating to Production Problems for Supported Services from state agencies properly logged via the state Help Desk Altiris system during Off-Peak Usage periods. This Service Level is dependent on the effective implementation of and migration to the Altiris system by the Contractor. If the problem is the result of a coding problem, then the response times do not apply.

An acceptable response is:

· If the issue is identified as simple (requires a restart of the affected application software or system), then Contractor will resolve the Production Problem within the required response time.

· If the issue is identified as complex (requires more than the restart of the affected application software or system), then Contractor will provide resolution or timeline for resolution. Within one business day of identifying the problem as complex, the Contractor will provide a Change Order or Task Order with Delivery Dates.

· If the Contractor is unable to identify the nature of the problem, then Contractor will continue to troubleshoot and provide ongoing updates at regular intervals as specified (e.g., every two hours within Peak Usage period, every four hours during Off-Peak Usage periods and every 24 hours during Weekends and Holidays) until the problem is identified as simple or complex.

State must designate to Contractor in writing in advance the party to which updates and resolutions are to be provided.

Service Level Requirement. Calls assigned to Contractor by State relating to Production Problems for Supported Services assigned to Contractor by State responded to by Contractor within 4 hours during Off Peak Usage Periods.

Performance Level Measurement. Total number of calls assigned to Contractor by State related to Production Problems for Supported Services responded to within 4 hours of being properly logged in Altiris and assigned to Contractor by State during Off-Peak Usage periods / total

number of calls assigned to Contractor by State relating to Production Problems for Supported Services as properly logged per the Altiris logs.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 development hour.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Exceptional	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	100%	99 – 90%	89 – 80%	79 – 0%
Service Level Credit Unit	NA	0	15	30
Service Level Debit Unit	25	0	NA	NA

f. Applications Software (Production Problem Response – Weekends and Holidays)

Timeliness of Contractor responding to Help Desk calls assigned to Contractor by State relating to Production Problems for Supported Services from Indiana state agencies properly logged via the state Help Desk Altiris system during weekend and/or holiday periods for application software production problems. This Service Level is dependent on the effective implementation of and migration to the Altiris system by the Contractor. If the problem is the result of a coding problem, then the response times do not apply.

An acceptable response is:

· If the issue is identified as simple (requires a restart of the affected application software or system), then Contractor will resolve the Production Problem within the required response time.

· If the issue is identified as complex (requires more than the restart of the affected application software or system), then Contractor will provide resolution or timeline for resolution. Within one business day of identifying the problem as complex, the Contractor will provide a Change Order or Task Order with Delivery Dates.

· If the Contractor is unable to identify the nature of the problem, then Contractor will continue to troubleshoot and provide ongoing updates at regular intervals as specified (e.g., every two hours within Peak Usage period, every four hours during Off-Peak Usage periods and every 24 hours during Weekends and Holidays) until the problem is identified as simple or complex.

State must designate to Contractor in writing in advance the party to which updates and resolutions are to be provided.

Service Level Requirement. Calls assigned to Contractor by State relating to Production Problems for Supported Services responded to by Contractor within 24 hours during Weekend and Holiday Periods after being properly logged and assigned in Altiris.

Performance Level Measurement. Total number of calls assigned to Contractor by State relating to Production Problems for Supported Services responded to within 24 hours of being properly logged in Altiris during weekends and holidays / total number of calls assigned to Contractor by State relating Production Problems for Supported Services assigned during weekends and holidays as properly logged and assigned per the Altiris log.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 development hour.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Exceptional	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	100%	99 – 90%	89 – 80%	79 – 0%
Service Level Credit Unit	NA	0	15	30
Service Level Debit Unit	25	0	NA	NA

g. IN.gov Availability (Network Connectivity)

IN.gov shall be available 365 days a year and 24 hours a day, excluding scheduled downtime and Force Majeure Events, as defined. "Availability" means IN.gov static content will be accessible within those factors subject to the control of the Contractor, to a user via the Internet, if the Internet is or were functioning, from the hosted server.

Service Level Requirement. 99.95% of 365x24. A fraction of a minute is rounded to the next closest whole minute.

Performance Level Measurement. Total number of minutes of Availability within the quarter / by the total number of minutes per quarter less the sum of the total number of minutes of scheduled maintenance and Force Majeure events downtime. Percentage of Uptime = Total number of minutes of Available within the quarter / (Total number or minutes per quarter – (total number or minutes of scheduled maintenance and Force Majeure events downtime))

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 hour of development.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Exceptional	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	>99.95%	≤99.95%	99.94 – 95%	<94.9%
Service Level Credit Unit	NA	0	25	50
Service Level Debit Unit	15	0	NA	NA

h. End User Support (Support Availability for Public Users)

Availability of Contractor personnel to answer the public's calls regarding IN.gov during Peak Usage periods. Availability means phones will be staffed by Contractor and public callers will have the option to hold for service while Contractor staff is helping others.

Service Level Requirement. An acceptable percentage of actual availability during Peak Usage periods.

Performance Level Measurement. Actual hours available during Peak Usage periods as reported in time sheets / target hours available during Peak Usage period. Target hours available during Peak Usage periods = 45 hrs (9 hrs * 5 days) per week.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 hour of development.

Reporting Interval. Monthly

Measurement Interval. Quarterly

	Exceptional	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	≥99%	98 - 97%	96% – 92%	91.9% – 0%
Service Level Credit Unit	NA	0	15	30
Service Level Debit Unit	25	0	NA	NA

i. Applications Hosting (Support Call Processing for Public Users)

Public calls requiring problem resolution for Supported Services that are assigned as an escalated call within the Altiris system, for systems within the Contractor's control, during Peak Usage periods. This Service Level is dependent on the effective implementation of and migration to the Altiris system by the Contractor.

An acceptable problem resolution is:

- Problem turned over to a responsible vendor or agency for response or resolution
- Problem turned over to Contractor programming staff for response or resolution
- Problem identified as end-user's system/software problem or user error
- Problem identified as state system problem or error

Service Level Requirement. An acceptable percentage of problem calls are resolved as defined above.

Performance Level Measurement. Total number of problem calls assigned to Contractor and logged as an escalated call that are resolved as defined / Total number of problem calls assigned to Contractor and logged as an escalated call within the Altiris system.

Service LevelUnit. Each Service Level Unit Credit or Debit equals 1 hour of development.

Measurement Interval. Quarterly

	Exceptional	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	100 – 96%	95 – 90%	89 – 80%	79 – 0%
Service Level Credit Units	NA	0	15	30
Service Level Debit Units	25	0	NA	NA

j.   Post-Deployment Agency Satisfaction

Results of mandatory post-deployment agency satisfaction survey conducted by State. This Service Level will become effective upon mutual acceptance of survey format, questions and rating system.

Service Level Requirement. Average rating of 3 or above, on a scale of 5 (highest) to 1 (lowest).

Performance Level Measurement. Total of all ratings received / Total number of surveys results received.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 hour of development.

Reporting Interval. NA

Measurement Interval. Quarterly

	Exceptional	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	5	4 – 3	2	1 or below
Service Level Credit Units	NA	0	1	3
Service Level Debit Units	3	0	NA	NA

k. Full Recoverability

Full recoverability of static content hosted by Contractor for the State at the n|Frame data center within 48 hours in the event of a catastrophic event, assuming the n|Frame data center is still available and functional, whether it results from circumstances within or not within the reasonable control of the Contractor. A "Catastrophic Event" is defined as an event which causes fifty percent (50%) or more of the static content to be unavailable to users via the Internet, assuming the Internet is or was functioning. "Recoverability" is defined as static content being available to users via the Internet, assuming the Internet is or was functioning.

Service Level Requirement. Static content recovered within 48 hours of a Catastrophic Event. A fractional hour is rounded to the next whole hour.

Performance Level Measurement. Applicable in the event of a Catastrophic Event assuming that the n|Frame data center is available and functional, Contractor will fully recover IN.gov static content.

Service Level Unit. Each Service Level Unit (Credit or Debit) equals 1 hour of development.

Reporting Interval. NA

Measurement Interval. Per occurrence only

	Exceptional	Acceptable	Marginal	Unsatisfactory
Service Level Scorecard Ranges	Static content restored within 24 hours	Static content restored within 25 to 48 hours	Static content restored within 49 to 72 hours	Static content not restored within 73 or more hours
Service Level Credit Units	NA	0	30	50
Service Level Debit Units	25	0	NA	NA

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
UnclAImed Property Download	AG	ObtAIn a partial or complete download of information from the unclAImed property database.	http://www.IN.gov/serv/ag_ucp	Public	Internet	$500/download	No	AI	J2EE	AI
UnclAImed Property Search	AG	Search for unclAImed property by property ID or owner name.	http://www.IN.gov/serv/ag_ucp	Public	Internet	No	No	AI	J2EE	AI
	AGA	State Armory Board Bid Notices		Vendors	Internet	No fee		AI		AI
Contact Forms for Agencies and Elected Officials	AI	Allows any visitor to an agency Web site to submit questions or simply contact the agency by emAIl.	AvAIlable to every agency	Public	Internet	No	No	AI	J2EE	AI
Event Calendar System	AI	Allows visitors to view event postings by agency or all events by month.	http://www.IN.gov/AI/calendar/	Public	Internet	No	No	AI	J2EE	AI
LiveHelp	AI	Provides constituents with a live interaction session with network customer service staff.	http://www.IN.gov/AI/help/	Public	Internet	NO	No	AI	PHP	AI
Payment Portal	AI	Provides a centralized Web Service for processing online payments for all state and local government entities.	Not directly accessible	Agencies/Public	Internet	Credit card processing fees of - $2.00 plus 2%	Yes	AI	J2EE	AI
Portal Payment Service - Credit Card	AI	Provides a service for processing online credit card payments.	Not directly accessible	Public	Internet	Credit card processing fees of $1.00 plus 2%	No	AI	J2EE	AI
Portal Payment Service - eCheck	AI	Provides a service for processing electronic check payments. Currently, only offered to Revenue.	Not directly accessible	Agencies/Public	Internet	$1 per transaction	Yes	AI	J2EE	AI
Portal Payment Service - Subscriber	AI	Provides a service for processing online payments by means of billing via a network subscription account.	Not directly accessible	Public	Internet	Credit card processing fees of $1.00 plus 2%	No	AI	J2EE	AI
Press Release System	AI	Provides agencies the ability to post press releases viewable by the public.	http://www.IN.gov/AI/press/	Public	Internet	No	No	AI	J2EE	AI
Search Engine	AI	Ability to use Google to search the entire accessIndiana Web site and agency Web sites.	http://www.IN.gov/	Public	Internet	No	No	AI	Google Appliance	AI
Subscriber Account Summary	AI	Allows subscribers to view summary of subscription bill transactions.	http://www.IN.gov/AI/sub/	Public	Internet	No	No	AI	J2EE	AI
Subscriber Password Change	AI	Allows subscribers to change password for security purposes.	http://www.IN.gov/AI/sub/	Public	Internet	No	No	AI	J2EE	AI
There Ought to be a Law	AI	Allows citizens to give their opinion on what should be a law in Indiana.	http://www.IN.gov/apps/lsa/totbal/	Public	Internet	No	No	AI	J2EE	AI
Bid Packet Request - Armory	Armory Board	Provides functionality for Armory staff to view requests for bidding information.	Not accessible to the public	Armory Staff	Internet	No	No	AI	J2EE	AI
Bid Posting - State Armory	Armory Board	Provides an administrative interface for uploading and viewing Armory procurement bids.	http://www.IN.gov/serv/sab_bviewer	Armory Staff	Internet	No	No	AI	J2EE	AI
Bulk download	ATC	Bulk download of ATC data	http://www.IN.gov/AI/appfiles/atc-license-bulk/	Public	Internet	$150 for 1st record, $10 for each additional 1,000 records	No	AI	J2EE	AI
License Search	ATC	Search for active alcohol and tobacco permits.	http://www.IN.gov/AI/appfiles/atc-license-lookup/	Citizens	Internet	No	No	AI	J2EE	AI
License Watch	ATC	Notify subscribers of avAIlable permits	http://www.IN.gov/hpb/license/	Vendors	Internet	$15-$150 monthly depending on number of licenses tracked	No	AI	J2EE	AI
Tobacco Sales Certificate	ATC	Allows tobacco retAIlers to file and pay for certificates.	http://www.IN.gov/atc/tobacco.html	Vendors	Internet	$5	No	AI	J2EE	AI
Batch Driver License Record Search	BMV	Provides subscribers the ability to receive information on the driving record of multiple individuals.	http://www.IN.gov/serv/bmv_dlr	Public	Internet	$1	No	AI	J2EE	AI

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
Digitally Certified Driver License Record Search	BMV	Provides subscribers certified results from the current Driver License look-up application.	http://www.IN.gov/AI/digsig/	Public	Internet	Agency pay $0.35 or Citizen pays $3	No	AI	J2EE	AI
Interactive Registration Records Search	BMV	Provides subscribers the ability to receive information on the driving record of an individual.	http://www.IN.gov/serv/bmv_rr	Public	Internet	$1	No	AI	J2EE	AI
Interactive Title and Lien Records Search	BMV	Provides subscribers the ability to receive information on the driving record of an individual.	http://www.IN.gov/serv/bmv_tlr	Public	Internet	$1	No	AI	J2EE	AI
Motor Vehicle Branch Locator	BMV	Allows citizens to find branch locations and maps.	http://www.IN.gov/serv/bmv_branch	Publicc	Internet	No	No	AI	J2EE	AI
MyLicense Plate	BMV	Allows vehicle owners to complete their annual registration renewal.	http://www.IN.gov/bmv/rrs/	Customers	Internet	Agency Pays $0.50	No	AI	J2EE	AI
Press Release/Calendar App	BMV	Archive and display news releases and events		Customers/Employees	Internet			AI	J2EE	AI
QuickQuote	BMV	Application to estimate reg and title costs for newly purchased vehicles		Customers/Employees	Internet			AI	J2EE	AI
	BMV	Driver License/Registration reports avAll by e-mAll		Media/Local Govt.	Internet	$4.00 for generated reports		IOT	J2EE	AI
	BMV	Service no longer offered/ Requirements listed on web		Customers	Internet			IOT	J2EE	AI
	BMV	Credit Card payment for reg renewals		Customers	Internet			IOT	J2EE	AI
	BMV	Promotional/informational materials		Customers	Internet			IOT	J2EE	AI
	BMV	Driver Records/Reg Records/Title Searches		Customers	Internet			IOT	J2EE	AI
	BMV	Online forms (PDF)/Driver Manual online/Other policies		Customers, Employees	Internet			IOT	J2EE/C#	AI, in-house, ICPR
Audit Reports	BOA	Gives citizens the ability to view audit reports issued by the Indiana State Board of Accounts.	http://www.IN.gov/serv/sboa_audit	Public	Internet	No	No	AI	J2EE	AI
Data Access	BOAH	SAVE database (secure site)		BOAH staff, disaster responders	Internet	no	no	AIIN		AIIN
Johne's Disease Cost Calculator	BOAH	Allows citizens calculate cost associated with Johne's disease.	http://www.IN.gov/boah/cattle-sheep/cattle/johnes/	Public	Internet	no	No	AI	J2EE	AI
State Annex for Veterinary Emergencies (S.A.V.E.) Application	BOAH	Provides a response system for emergency contact, equipment and facility information in the event of a disaster impacting animals.	http://www.IN.gov/serv/boah_save		Internet	No	No	AI	J2EE	AI
	BOAH	Numerous Informational Pages		General public and anyone with animal health interest\concern	Internet	no	no	AIIN		AIIN
	BOAH	links to federal/state code listing requirements		DAIry producer, meat processors	Internet	no	yes	AIIN, other agencies		AIIN
	BOAH	information only		dAIry producers	Internet			AIIN		AIIN
	BOAH			meat processors	Internet					
	BOAH	via emAll only		general public	Internet	no	no	AIIN		AIIN
	BOAH	Resources listed or links		Emergency responders	Internet	no	some	AIIN		AIIN
Sex & Violent Offenders Registry Search	CJI	Allows the public to search a centralized database for offenders throughout the state.	http://www.IN.gov/serv/cji_sor	Public	Internet	No	No	AI	J2EE	AI
RegWatch	Commerce	Track changes to rules and regulations.	http://www.IN.gov/AI/business/smallbiz/regwatch.html	Citizens	Internet	No	No	AI	J2EE	AI

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
Emergency Resource & Responders (GIS Service)	Counter-Terrorism and Security Taskforce	Provides specific levels of emergency response personnel the ability to access critical utility and energy sources that may be adversely affected in the event of natural or terrorist disaster.	http://www.IN.gov/apps/ctasc/emaps/	Emergency responders	Internet	No	No	AI	J2EE	AI
	DCS	Cognos Business Intelligence Software Due to licensing issues the cubes cannot be used on the Internet. Static reports can be generated and placed on the Internet		Citizens/Media	Internet	No	Yes	FSSA	J2EE	Reports/cubes developed in-house; product purchased
	DCS	Interactive Administrative Policy Manual Policy manual navigation stays on the left side of the page and allows for better navigation through the manual		Citizens/Media	Internet	No	No	AI	HTML	AI
	DCS	SupportNet Allows employers to pay child support payments online (from withholding)		Citizens	Internet	No	No	AI	ASP	Contractor
	DCS	Some program areas have some statistical information on the site.		Citizens/Media	Internet	No	No	AI	PDF/HTML	In-house
	DCS	Most of our program areas that have local offices have lists with location and contact information		Citizens	Internet	No	No	AI	HTML	In-house
	DCS	Frequently asked questions are avAIlable in the Child Support Section of our site		Citizens	Internet	No	No	AI	HTML	In-house
	DCS	TrAIning Site This section of the site is in process; it will contAIn location information, amenities, frequently asked questions, etc.		Staff	Internet	No	No	FSSA	HTML	In-house
	DCS	Contact Us Contact us allows users to submit comments to a shared emAIl box.		Citizens/Media/Staff	Internet	No	No	AI on Internet; FSS	HTML	In-house; AI created the config file on the Internet
	DCS	Publications Various publications are included on portions of our site		Citizens/Media/Staff	Internet	No	No	AI on Internet; FSS	HTML/PDF	In-house
	DCS	Manuals Numerous manuals are included on our site		Citizens/Media/Staff/Providers	Internet	No	No	AI on Internet; FSS	HTML/PDF	In-house
	DCS	Pertinent rules/legislation/policies are listed on portions of our site		Citizens/Media/Staff	Internet	No	No	AI for Internet; FSS	HTML	In-house
Local Officials Search	DLGF	Allows citizens to search for county and township officials.	http://www.IN.gov/serv/taxcomm_officials	Public	Internet	No	NO	AI	J2EE	AI
ATV/Snowmobile Registration	DNR	Allows citizens to renew their Snowmobile and All TerrAIn Vehicle registration online.	https://www.IN.gov/apps/dnr/snow_atv/	Public	Internet	$30.00 (statutory) + $1 Enhanced + instant access ($1 + 2%)	No	AI	J2EE	AI
FACES Exhibit Donations	DNR	Allows the general public to upload photography for inclusion to the FACES Exhibit and Archive and make a monetary donation.	https://www.IN.gov/apps/ism/faces	Public	Internet	Credit card processing fees of - 1.00 plus 2%	No	AI	J2EE	AI
Fishing Report	DNR	Provides citizens detAIls relating to the condition of various bodies of water proving helpful to anglers.	http://www.IN.gov/serv/dnr_fishingreport	Public	Internet	No	No	AI	J2EE	AI
Forestry Products Search	DNR	Search for companies that sell wood products.	http://www.IN.gov/serv/dnr_forest	Public	Internet	No	No	AI	J2EE	AI
Hunter Education Certification Search	DNR	Allows hunter education students the ability to reprint their certificate, which is needed to purchase a hunting license.	https://www.IN.gov/serv/dnr_huntered_ia	Public	Internet	Subscriber is $1 / credit card is $1 + $1 + 2% ($2.04).	No	AI	J2EE	AI

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Hunting Fishing and Trapping Licenses	DNR	Allows citizens to purchase hunting, fishing and trapping licenses.	http://www.IN.gov/dnr/fishwild/licensing	Public	Internet	$1 EA	No	AI	J2EE	AI
iPOS	DNR	Provides end to end system to sell and administer HTF licenses	Not accessible to the public	Public	Internet	Tier structure, agency pays $.40 for 1st million.	No	AI	J2EE	AI
Magazine Sales	DNR	Order and pay for DNR magazine subscriptions.	http://www.IN.gov/dnr/public/out-in-subscribe.htm	Public	Internet	$12 - one year, $20 - two years	No	AI	J2EE	AI
Online Ticketing	DNR	Provide payment portal interface for ISM ticket sales app developed by 3rd party.	https://secure.IN.gov/ism/tickets	Public	Internet	$1 + 2%	No	AI	J2EE	AI
Outdoor Licensing Put/Take and Waterfowl	DNR	Develop ability for registering for special, limited and reduction hunts for put/take and waterfowl.	http://www.in.gov/AI/appfiles/dnr-license-index.html	Public	Internet	$.75 per license pAId by agency	No	AI	J2EE	AI
Outdoor Licensing Spring Turkey	DNR	Develop ability for registering for special, limited and reduction hunts for spring turkey.	https://secure.in.gov/apps/dnr/slh	Public	Internet	$.75 per license pAId by agency	No	AI	J2EE	AI
Water Permit Filing	DNR	File with the Division of Water for a Floodway, Waterway, Lake or Ditch Construction Permit.	http://www.IN.gov/dnr/water/permits/permit_application/index.html	Public	Internet	Fees vary by permit and are avAIlable only for subscribers.	No	AI	J2EE	AI
Water Well Database Search	DNR	Search the DNR Division of Water's Well Database with nearly 300,000 records for all 92 counties by reference number or a combination of other fields. Results are viewable at no charge but a download of the record is avAIlable at a fee.	http://www.IN.gov/dnr/water/ground_water/well_database/	Public	Internet	AvAIlable only to network subscribers for $.05 per record	No	AI	J2EE	AI
	DOA	Current State Solicitations (data is a text file that is uploaded)		Vendors	Internet	No	Yes	AI	Perl	AI
	DOA	Current Public Works Solicitations (data is managed from an AI written interface)		Vendors	Internet	No	Yes	AI	Perl	AI
	DOA	QPA information (data is read from a static text file that is uploaded)		State Agencies and Political Sub-divisions	Internet	No	Yes	AI	Perl	AI
Offender Database	DOC	Allows citizens to obtAIn info on offenders in prison or on parole.	http://www.IN.gov/indcorrection/ofsearch/ODSdisclAIm.html	Citizens	Internet	No	No	AI	J2EE	AI
	DOC	Victim Witness Notification Application		Crime Victim / Witnesses	Internet	No	no	AI		in-house / AI
	DOC	PLUS Program Reports		PLUS Volunteers	Internet	No	no	AI		in-house / AI
	DOC	PLUS Offender Reports		PLUS Volunteers	Internet	No	no	AI		in-house / AI
Bulk Forms Ordering	DOR	Allows providers such as libraries, banks, etc. to order bulk DOR forms.	http://www.IN.gov/apps/dor/fos	Public	Internet	No	No	AI	J2EE	AI
Business Change of Address	DOR	Allows businesses to submit a change of address.	https://www.IN.gov/dor/business/coaBus.html	Businesses	Internet	No	No	AI	J2EE	AI
Business Tax Registration/BT-1 Add Location to an Existing Business	DOR	Provides businesses the ability to submit a new location to an existing BT-1.	https://www.IN.gov/apps/dor/bt1/	Businesses	Internet	Credit card processing fees - $1.00 plus 2%	No	AI	J2EE	AI
Business Tax Registration/BT-1 Add Tax to an Existing Business	DOR	Provides businesses the ability to submit a new tax to an existing BT-1.	https://www.IN.gov/apps/dor/bt1/	Businesses	Internet	Credit card processing fees - $1.00 plus 2%	No	AI	J2EE	AI
Business Tax Registration/BT-1 New Business	DOR	Provides businesses the ability to submit a new BT-1.	https://www.IN.gov/apps/dor/bt1/	Businesses	Internet	Credit card processing fees - $1.00 plus 2%	No	AI	J2EE	AI
Collections Calculator	DOR	Allow Department of Revenue Collection Agents to calculate the right amount of money to retAIn from a warrant payment.	https://www.IN.gov/apps/dor/sfc/	DOR Agents	Internet	No	No	AI	J2EE	AI
ePay	DOR	Allow taxpayers the ability to pay estimated, quarterly, individual and business tax payments.	http://www.IN.gov/dor/epay/index.html	Public	Internet	Credit card processing fees - $1.00 plus 2%	No	AI	J2EE	AI

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Estimated Tax Filing and Payment (ES-40)	DOR	Allow taxpayers the ability to file and pay estimated tax payments.	http://www.IN.gov/dor/epay/index.html	Public	Internet	Credit card processing fees - $1.00 plus 2%	No	AI	J2EE	AI
Fuel Tax Transfers	DOR	Allows businesses to FTP fuel tax files.	https://www.IN.gov/apps/dor/edi/upload/	Businesses	Internet	No	No	AI	J2EE	AI
I-File IT-20 Bar Code	DOR	Allows businesses to file the current Indiana tax year corporate form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//corp/it20index.html	Businesses	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-20 NP Bar Code	DOR	Allows businesses to file the current Indiana tax year not-for-profit form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//corp/it20npindex.html	Businesses	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-20 S Bar Code	DOR	Allows businesses to file the current Indiana tax year S corporation form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//corp/it20sindex.html	Businesses	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-20 SC Bar Code	DOR	Allows businesses to file the current Indiana tax year special corporation form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//corp/it20scindex.html	Businesses	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-40	DOR	Allows citizens to file the current Indiana tax year individual income tax form.	https://www.IN.gov/dor/tax//40index.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $1.00	No	AI	J2EE	AI
I-File IT-40 Bar Code	DOR	Allows citizens to file the current Indiana tax year individual tax form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//40index.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-40 EZ	DOR	Allows citizens to file the current Indiana tax year individual easy income tax form.	https://www.IN.gov/dor/tax//ezindex.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $1.00	No	AI	J2EE	AI
I-File IT-40 EZ Bar Code	DOR	Allows citizens to file the current Indiana tax year individual easy tax form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//ezindex.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-40 PNR	DOR	Allows citizens to file the current Indiana tax year individual part-time nonresident income tax form.	https://www.IN.gov/dor/tax//pnrindex.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $1.00	No	AI	J2EE	AI
I-File IT-40 PNR Bar Code	DOR	Allows citizens to file the current Indiana tax year individual part-time nonresident tax form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//pnrindex.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-40 RNR	DOR	Allows citizens to file the current Indiana tax year individual reciprocal nonresident income tax form.	https://www.IN.gov/dor/tax//rnrindex.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $1.00	No	AI	J2EE	AI
I-File IT-40 RNR Bar Code	DOR	Allows citizens to file the current Indiana tax year individual reciprocal nonresident tax form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//rnrindex.html	Public	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
I-File IT-65 Bar Code	DOR	Allows businesses to file the current Indiana tax year partnership form by generating a barcode print-out for mAIling.	https://www.IN.gov/dor/tax//corp/it65index.html	Businesses	Internet	Credit card processing fees of $1.00 plus 2% & Agency fee - $0.75	No	AI	J2EE	AI
INDebt	DOR	Allows citizens to search Revenue tax warrants.	http://www.IN.gov/apps/dor/tax/warrants/welcome.jsp	Public	Internet	No	No	AI	J2EE	AI
Individual Change of Address	DOR	Allows individuals to submit change of address.	https://www.IN.gov/dor/individual/coAIndiv.html	Public	Internet	No	No	AI	J2EE	AI
Individual Tax Extension and Payment (IT-9)	DOR	Allows individuals to apply for extensions, file and submit payment through ePay.	http://www.IN.gov/dor/epay/index.html	Public	Internet	Credit card processing fees - $1.00 plus 2%	No	AI	J2EE	AI
Tax Refund Status	DOR	Tax Refund Status	https://www.IN.gov/apps/dor/tax/refund/	Public	Internet	No	No	AI	J2EE	AI

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	DOR	Business Registration - Merchant Certificates		RetAll businesses	Internet	No	No	AI	J2EE	In-house
	DOR	Sales and Withholding Account information		Businesses	Internet	No	No	AI	.NET	In-house
	DOR	Taxpayers with past due liabilities		Individuals and businesses with $1,000+ past due balances	Internet	No	No	AI	.NET	In-house
	DOR	Tax forms and tax publications		Individuals and businesses	Internet	No	No	IOT	HTML/PDF	In-house
	DOR	Individual Income tax		Individuals	Internet	No	No	AI	J2EE	In-house
	DOR	Fuel tax returns		Business	Internet	No	No	IOT	J2EE	In-house
	DOR	Electronic Taxpayer Service Center - Businesses Sales & Withholding Account management and tax filings and payments		Business	Internet	No	No		.NET	In-house
	DOR	New Business Signups		Business	Internet	Yes	No	AI	J2EE	in-house
	DOR	Income taxes - credit card, e-checks and ACH		Individuals & Businesses	Internet	Yes	No	AI	J2EE	AI
	DOR	Sales and withholding taxes		Businesses	Internet	No	No	AI	.NET	AI
	DOR	International Registration Plan- Motor Carriers - multiple type of registrations		Commercial motor carriers and trucking firms	Internet	Yes	Yes	AI	J2EE	In-house
	DOR	IRP Plates and registrations for trucks and trAllers		Motor Carriers	Internet	Yes	No	AI	J2EE	AI
Customer Self Service System - Employers	DWD	Allows employers to match job vacancies with potential employees from the Employee side of CS3.	https://www.IN.gov/dwd/cs3/	Businesses	Internet	No	No	AI	J2EE	AI
Education and TrAIning Choices	DWD	Gives trAIning providers the ability to submit trAIning programs and allows the public to search for a trAIning program.	http://www.IN.gov/serv/dwd_etc	Public	Internet	NO	No	AI	J2EE	AI
iNEWS	DWD	Allows users to search volumes of statistics related to Labor Market Information within the ALMIS database. Statewide, Regional and Municiple parameters may be used in a variety of categories of avAllable data.	http://www.IN.gov/dwd/inews/lmi.asp	Public	Internet	No	No	AI	ASP/.NET	AI
	DWD1	Users Manual for CaseTrak Appellate		CaseTrak Users	Internal	NO	NO	Agency	HTML	In House
	DWD3	Clickable maps for information		Public	Internet	NO	NO	In-House	HTML, J2EE S	In House
	DWD3	Course Descriptions		Staff/Public	Internet	Yes	NO	In-House	HTML	In House
	DWD3	Program Area Information		Staff/Public	Internet	NO	NO	In-House	HTML	IN House
Advisory Opinions	Ethics	Allows viewing of opinions	http://www.IN.gov/serv/ethics_aos	employees	Internet	No	No	AI	J2EE	AI
	Ethics	Annual Reports; Newsletters; Policies; Laws & Rules;Request for Advice; Request for Investigation; Gift reporting; Travel Reporting; Financial Disclosure; Orientation Evaluation; Ethics for Supervisors & Managers Evaluation; Ethics for Executives Evaluation		State Employees	Internet	No	No	AI	HTML	In-house
	Ethics	Same as #6		State employees	Internet	no	no	AI	HTML	In-house
	Ethics	Orientation; Executives; Supervisors & Managers		State Employees	Internet	No	No	AI	HTML	In-house

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	Ethics	Orientation; Ethics for supervisors & Managers; Ethics for Executives			Internet	no	no	AI	HTML	In-house
Bid Watch	Five State Agency Procurement Bodies	Provides an e-mAIl notification service to citizens contAIning all bids from the Indiana Department of Transportation, Indiana Department of Administration, Department of Public Works, Hoosier Lottery, and State Armory Board.	http://www.IN.gov/AI/bidwatch/	Public	Internet	$35/month subscribers $492.42/annual credit card fee	No	AI	Subscriber is J2EE/ IA is J2EE	AI
Branch Locator (GIS)	FSSA	Allows citizens to utilize GIS mapping software to locate the offices of Area Agencies on Aging (AAA) Community Action Agency (CAA).	http://www.IN.gov/apps/fssa/office_locator/	Public	Internet	No	No	AI	J2EE	AI
Bureau of Development Disabilities Services Incident Report Filing	FSSA	Allows facilities to file an Incident Reports and Incident Follow-up Reports.	https://www.IN.gov/serv/fssa_ifur	Public	Internet	No	No	AI	J2EE	AI
Child Support Payment History	FSSA	Allows citizens to register for a PIN in order to access the last five payments received or made to a case.	http://www.IN.gov/AI/appfiles/fssa-childsupport	public	Internet	No	No	AI	J2EE	AI
Hoosier Assurance Plan Provider search (HAP)	FSSA	Allows citizens to search for a local mental health provider.	http://www.IN.gov/fssa/shape/getservices.html	Public	Internet	No	No	AI	J2EE	AI
ICSSBM conference registration Phase II	FSSA	Allow users to sign up to attend ICSSBM's conference and pay for it online.	http://www.IN.gov/fssa/icssbm/conference/index.html	Citizens	Internet	Credit card processing fees of - $1.00 plus 2%	No	AI	J2EE	AI
	FSSA	Cognos Business Intelligence Software Due to licensing issues the cubes cannot be used on the Internet. Static reports can be generated and placed on the Internet		Citizens/Media	Internet	No	Yes, DCS too	FSSA	J2EE	Reports/cubes developed in-house; product purchased
	FSSA	Newsletters are posted for numerous sections of our site		Citizens/Media/Staff	Internet	No	No	AI	HTML/PDF	In-house
	FSSA	Numerous sections on our site include information about how to become a state licensed provider of services		Providers	Internet	No	No	AI	HTML	AI
	FSSA	Shelters Application Allows homeless and domestic violence shelters to update the avAIlability of beds in their locations on a nightly basis. Other shelters can send people needing assistance (if they are full) to a nearby shelter based on avAIlability		Staff at shelters	Internet	No	No	AI	Visual Basic	Contractor
	FSSA	Incident Reports Allows staff at facilities for the disabled or aging to report/track incidents.		Staff at facilities	Internet	No	No	AI		Contractor
	FSSA	Two forms submit anonymous internal and external investigation emAIls. Depending on whether it is internal or external, it will be routed to the appropriate person.		Staff/citizens	Internet	No	No	AI		AI
	FSSA	Carefinder Hoosier Assurance Plan Locator Citizens can locate providers of mental health or addiction services for HAP in their area		Citizens	Internet	No	No	AI	ASP	AI
	FSSA	Citizens can locate providers of child care services		Citizens	Internet	No	No	AI	JSP	AI

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	FSSA	Most of our program areas have some statistical information on the site.		Citizens/Media	Internet	No	No	AI	PDF/HTML	In-house
	FSSA	Static maps Most of our program areas that have local offices have static maps with location and contact information		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	Lists of local office contact information Most of our program areas that have local offices have lists with location and contact information		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	Eligibility criteria are listed for our public assistance programs		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	Frequently asked questions or questions and answers are avAllable in various portions of our site		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	Meeting agendas and minutes are avAllable on numerous sections within our site		Citizens/Media/Staff/Committee Members	Internet	No	No	AI	HTML	In-house
	FSSA	Providers of services are listed on the website		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	Maximum benefits are listed on portions of our site		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	Material for providers is listed on portions of our site		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	ILTCIP Insurance Co. Ratings Ratings of the ILTCIP Insurance Companies are listed on the site		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	Many program areas have a list of special events on their section of the site		Citizens/Media/Staff	Internet	No	No	AI for Internet; FSS	HTML	In-house
	FSSA	Advisory groups are listed on portions of our site		Citizens/Media/Staff	Internet	No	No	AI for Internet; FSS	HTML	In-house
	FSSA	Numerous sections of our site include how to apply for specific services		Citizens	Internet	No	No	AI	HTML	In-house
	FSSA	GIS Locator Area Agencies on Aging and Community Action Agencies can be located using GIS.		Citizens	Internet	No	No	AI	GIS	AI
	FSSA	Contact us allows users to submit comments to a shared emAll box.		Citizens/Media/Staff	Internet	No	No	AI on Internet; FSS	HTML	In-house; AI created the config file on the Internet
	FSSA	State Forms (including applications for services) Most of the agencies state forms are avAllable		Citizens/Media/Staff	Internet	No	No	AI on Internet; FSS	PDF	In-house
	FSSA	Various publications are included on portions of our site		Citizens/Media/Staff	Internet	No	No	AI on Internet; FSS	HTML/PDF	In-house
	FSSA	Numerous manuals are included on our site		Citizens/Media/Staff/Providers	Internet	No	No	AI on Internet; FSS	HTML/PDF	In-house
	FSSA	Organization charts Functional and departmental organization charts are avAllable		Citizens/Staff	Internet	No	No	AI for Internet; FSS	HTML	In-house
	FSSA	Telephone lists Toll-free and departmental phone lists are avAllable		Citizens/Staff	Internet	No	No	AI for Internet; FSS	HTML	In-house

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	FSSA	Pertinent rules/legislation/policies are listed on portions of our site		Citizens/Media/Staff	Internet	No	No	AI for Internet; FSS	HTML	In-house
Bill Info	General Assembly	Allows citizens to search legislative bills by fill number or key word.	http://www.IN.gov/apps/lsa/session/billwatch/billinfo	Public	Internet	No	No	AI	J2EE	AI
Bill Watch	General Assembly	Allows citizens to track bills by bill number and receive emAIl notification on progress.	http://www.IN.gov/billwatch/	Public	Internet	No	no	AI	J2EE	AI
Laws & Administrative Rules	General Assembly	Allows constituents to view laws, administrative rules and acts.	http://www.IN.gov/legislative/ic_iac/	Public	Internet	No	no	AI	J2EE	AI
Session Rules, Journals & Archives	General Assembly	Allows constituents to view current session rules and journals and past archives.	http://www.IN.gov/legislative/ic_iac/	Public	Internet	No	no	AI	J2EE	AI
Map Builder (GIS)	Geographic Information Council	Allows citizens to produce a downloadable map of the state.	http://www.IN.gov/apps/ingisi/mapOfIndiana/	Public	Internet	No	No	AI	J2EE	AI
Quorum Product integration	Governor	Assist Governor's Office to integrate the Quorum product's workflow features to Contact Us forms on the portal.	http://www.IN.gov/gov/contact/index.html	Public	Internet	No	No	AI	J2EE/AFSS	AI
Colts License Plate Auction	Governor/Stadium & convention Building Authority	Provide public ability to 'bid' on limited number of Colts speciality plates.	http://www.in.gov/bmv/coltsplate	Public	Internet	e-Check processing of $1 per transaction	No	AI	J2EE	AI
Bid Request System - Hoosier Lottery	Hoosier Lottery	Allows citizens to view and request bid documents.	http://www.IN.gov/serv/hl_bviewer	Public	Internet	No	No	AI	J2EE	AI
Legislative Surveys	House Democrats	Allows each representative to collect feedback from their constituency.	http://www.IN.gov/legislative/house_democrats/members.html	House Representatives	Internet	No	No	AI	PERL	AI
Rental Housing & Tax Credit Filing	Housing Finance Authority	Allows qualified housing developers to submit and mAIntAIn current occupancy information for Rental Housing Tax Credits.	http://www.in.gov/ihfa/rental/tax/comp/comp.htm	Businesses	Internet	$50 subscription	No	AI	J2EE	AI
	IAC	Arts:92 e-newsletter		legislators and public	Internet	no	no	ExactTarget		in-house
	IAC	Tools Section		people in the arts	Internet	no	no	AI		in-house
	IAC	Commissioner Section		people in the arts	Internet	no	no	AI		in-house
	IAC	Regional Arts Partner map		people in the arts	Internet	no	no	AI		in-house
Homestead Database Search	ICPR	Provides citizens with the ability to search for farms having received the Homestead award.	http://www.IN.gov/icpr/archives/databases/	Public	Internet	No	No	AI	J2EE	AI
Naturalization Database Search	ICPR	Provides citizens with the ability to search and view naturalization information.	http://www.IN.gov/serv/icpr_naturalization	Public	Internet	No	No	AI	J2EE	AI
Posey County Court Records	ICPR	Allows the public to search Posey County court record archive.	http://www.IN.gov/icpr/archives/databases/posey/index.html	Public	Internet	No	No	AI	PERL	AI
Retention Schedule Search	ICPR	Allows the public to search a database for the types of public records created by each Indiana state agency listed and the records' retention and disposition instructions.	http://www.IN.gov/icpr/records_management/rsintro.html	Public	Internet	No	No	AI	J2EE	AI
SAIlor and Soldiers Database Search	ICPR	Allows public to search for orphans of the SAIlor and Soldiers homes.	http://www.IN.gov/icpr/archives/databases/issch/index.html	Public	Internet	No	No	AI	J2EE	AI

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Auto Salvage Site Search	IDEM	Allows citizens to search for auto salvage sites in Indiana.	http://www.IN.gov/apps/idem/cars	Public	Internet	No	No	AI	J2EE	AI
Drinking Water Search	IDEM	Allows citizens to search for water testing results at area restaurants, hotels, apartments and other public locations.	http://www.IN.gov/apps/idem/sdwis_state/	Public	Internet	No	No	Agency	J2EE	AI
EnviroSchool	IDEM	Allows Schools to do a self examination of the classrooms and facilities for environmental conditions and risks. Pilot/soft launch of production app agAInst test db.	http://www.in.gov/apps/idem/enviroschool/login.jsp	Schools/Public	Internet	No	No	AI	J2EE/HTML	AI
Ground Water Search	IDEM	Allows citizens to search IDEM's ground water database for information on well water records.	http://www.IN.gov/serv/idem_ground_water	Public	Internet	No	No	AI	J2EE	AI
Media Publications	IDEM	Allows citizens to search for IDEM publications.	http://www.IN.gov/AI/appfiles/idem-media/index.html	Public	Internet	No	No	AI	J2EE	AI
Office of Enforcement Monthly Actions and Orders	IDEM	Allows citizens to search database for actions and orders.	http://www.IN.gov/serv/idem_oe_order	Public	Internet	No	No	AI	J2EE	AI
Recycling Locations	IDEM	Allows constituents to location recycling facilities for various products.	http://www.IN.gov/apps/idem/recycle/	Public	Internet	No	No	AI	J2EE	AI
Sara Title III 302 Filing	IDEM	Allows companies with environmentally hazardous substances to file Tier III Form 302 for a facility that houses a quantity greater than or equal to the established TPQ.	http://www.IN.gov/serv/idem_sara	Businesses	Internet	$1.00 Enhanced Access +credit card processing fees of $1.00 plus 2%	No	AI	J2EE	AI
Sara Title III 311 Filing	IDEM	Allows companies to submit a 311 form when a facility adds a new unreported hazardous chemical substance.	http://www.IN.gov/serv/idem_sara	Businesses	Internet	$1.00 Enhanced Access +credit card processing fees of $1.00 plus 2%	No	AI	J2EE	AI
Sara Title III 312 Filing	IDEM	Allows companies to submit the required annual 312 form online and generate a PDF of the filing for their records and local law enforcement.	http://www.IN.gov/serv/idem_sara	Businesses	Internet	$5.00 Enhanced Access +credit card processing fees of $1.00 plus 2%	No	AI	J2EE	AI
Solid Waste Facility Quarterly Reports	IDEM	Allows citizens to search of all quarters of data for each year of Land Waste electronic reporting. Results displays amounts of waste disposed at requested facility(ies) by county of origin and waste type	http://www.IN.gov/serv/idem_olg_swfqr	Public	Internet	No	No	AI	J2EE	AI
	IDEM	Publications Catalog		Public	Internet	No	No	Agency	HTML	In-house
	IDEM	IDEM SARA Title III reporting		Public	Internet	Yes - ranges from $2.04 to $6.12.	No	AI	J2EE	AI
	IDEM	CAATS Online		Public	Internet	No	No	AI	J2EE	AI
	IDEM	OLQ Web Site (http://www.in.gov/idem/land)		General public	Internet	No	Yes	AI	HTML	In-house
	IDEM	EnviroVille		General public	Internet	No	Yes	AI	HTML	In-house
	IDEM	BreathEasyVille		General public	Internet	No	Yes	AI	HTML	In-house
	IDEM	Interactive State Maps		Public	Internet	No	No	Agency	HTML/J2EE	In-house
	IDEM	Static/Dynamic (epa)		Public	Internet	No	No	Agency	HTML/J2EE	EPA/Contractors
	IDEM	Indiana Water Quality Atlas		Public	Internet	No	No	Agency	.NET/ArcIMS	Contractors
	IDEM	Wellhead Protection		Public	Internet	No	No	Agency	HTML/ArcIMS	In-house/AI
	IDEM	Customer Information,Requester		Public	Internet	No	No/Yes (Wetland	Agency	HTML	In-house
Executive Lobbyist Registration	IDOA	Allow lobbyists to register for the executive offices	http://www.in.gov/idoa/eblr/index.html	Lobbyists	Internet	No	No	AI	J2EE	AI
License Bulk Download - Insurance	IDOI	Allows businesses to obtAIn lists of agents and agencies licensed via the state.	https://www.IN.gov/apps/idoi/license/bulk	Businesses	Internet	$150.00/first record, $10.00/1000 records thereafter.	Yes	AI	J2EE	AI

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
License Search - Insurance	IDOI	Allows citizens to search for an agent or agency licensed via state. Initial search is free and certification of licensure is avAIlable for an enhanced fee.	https://www.IN.gov/apps/idoi/search/	Public	Internet	$1.00	Yes	AI	J2EE	AI
	IG	IG Hotline Report		State employees, general public	Internet	no	No	AI	?	AI
Legislator Search	ILRC	Allows legislators and constituents to search all activity and gifts received by all members of the Indiana General Assembly.	http://www.IN.gov/ilrc/forms/onLine.html	Public/Legislators	Internet	N/A	No	AI	J2EE	AI
Lobbyist Activity Report Filing	ILRC	Allows lobbyists to file activity reports.	http://www.IN.gov/ilrc/forms/onLine.html	Lobbyists	Internet	$1 EA	No	AI	J2EE	AI
Lobbyist Gift Report Filing	ILRC	Allows lobbyists to file gift reports.	http://www.IN.gov/ilrc/forms/onLine.html	Lobbyists	Internet	$1 EA	No	AI	J2EE	AI
Lobbyist Name Search	ILRC	Allows the public and Indiana Lobby Registration Commission to search for lobby information by lobbyist name or company name.	https://www.IN.gov/apps/ilrc/registration/browse	Public	Internet	N/A	No	AI	J2EE	AI
Lobbyist Registration Filing	ILRC	Allows lobbyists to file registrations to lobby in the state of Indiana.	http://www.IN.gov/ilrc/forms/onLine.html	Lobbyists	Internet	$5 EA	No	AI	J2EE	AI
Lobbyist Subject Search	ILRC	Allows citizens to search lobby filings according to subject.	https://www.IN.gov/apps/ilrc/registration/browse	Public	Internet	N/A	No	AI	J2EE	AI
Bid Packet Request	INDOT	Provides functionality for INDOT staff to view requests for bidding information.	Not accessible to the public	Agency	Internet	No	Yes	AI	J2EE	AI
Bid Posting - Transportation	INDOT	Provides an administrative interface for uploading and viewing Transportation procurement bids.	http://www.IN.gov/serv/dot_bviewer	Agency admin	Internet	No	No	AI	J2EE	AI
Procurement Bid Tabulations	INDOT	Provides business that have responded to a bid opportunity the ability, after an award has been made, to view all bids placed for the procurement.	http://www.IN.gov/serv/indot_bviewer	Businesses	Internet	No	Yes	AI	J2EE	AI
Transportation Letting List	INDOT	Provides information regarding potential construction projects to begin within a three (3) month period.	http://www.IN.gov/dot/business/contract/	Businesses	Internet	No	No	AI	J2EE	AI
Certified Nursing AIde & Home Health AIde Registry	ISDH	Allows visitors to search for records based on license number or Social Security Number.	http://www.IN.gov/isdh/regsvcs/acc/certhha/	Public	Internet	$1 EA	No	AI	J2EE	AI
Health Care Provider Search Bulk Download	ISDH	Provide option to download lists of licensees from CNA and HHA	https://secure.IN.gov/apps/isdh/nar/	Public	Internet	$1 subscribers,$2.50 instant access per record	No	AI	J2EE	AI
Hospital & Fiscal Report Filing	ISDH	Allow hospitals to file annual reports.	http://www.IN.gov/apps/isdh/hospitalForms	Health Care Facilities	Internet	None	No	AI	J2EE	AI
INShape	ISDH	Allows users to submit health profile and fitness goals.	http://www.inshape.in.gov/	Public	Internet	none	No	AI	J2EE	AI
	ISDH	ISDH Express ISDH newsletter		ISDH, state employees, general public	Internet	No	No	IOT	Adobe Acroba	In-house
	ISDH	MDS TrAIning Registration MDS Technical TrAIning registration via web form		Facilities	Internet	none	no	AI	HTML Form	in-house

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
	ISDH	Automated Time and Activity System (ATAS) Track medicAId patient data and private patient data for communication and follow-up regarding patient's chronic disease state		Office of MedicAId Policy and Planning (FSSA)	Internet	No	No	IOT	HTTP via SSL between client and application server. TCP/IP J2EE JDBC driver between application server and Oracle	Proprietary software modified in-house
	ISDH	Chronic Disease Management System (CDMS) Data for RetAIl licensing and inspections		Local Health Departments and ISDH	Internet	No	Yes	IOT	Oracle 9i	In-house
	ISDH	AIde Registry System AIde Registry System where facilities can access AIde data to determine hiring eligibility requirements. New data is uploaded to AI Monday through Friday at 4:30am.		Facilities	Internet	Subscription is $50/year plus $1/record found with automatic billing. Or you can pay per use with a credit card for $1/record found.	no	AI	unknown	AI
	ISDH	Regulatory Services webpages Regulatory Services static webpages		public, providers, associations	Internet	none	no	AI	HTML	in-house
	ISDH	Health Care Data Services static webpages Health Care Data Services static webpages		CNAs, QMAs, HHAs	Internet	none	no	AI	HTML	in-house
Amber Alert	ISP	Allows the State Police to activate a flashing logo for up to five hours on the accessIndiana homepage and site header. The Amber Alert icon links to a national Amber Alert site for posted detAIls.	Viewable only during an Amber Alert	Public	Internet	No	No	AI	Perl	AI
Limited Criminal History Search	ISP	Allows subscribers and the general public to receive Limited Criminal History reports.	http://www.IN.gov/isp/lch	Public	Internet	$7 EA	No	AI	J2EE	AI
Indiana Utility Regulatory Orders	IURC	Search the Indiana Utility Regulatory Commission orders by a keyword, or view a list of orders arranged by title or number.		Public	Internet	No	No	AI	J2EE	AI
WW II Veteran Search	IWM	Allows citizens to search the World War II Veterans database.	http://www.IN.gov/serv/iwm_veteran	Public	Internet	No	No	AI	J2EE	AI
Judicial Opinions Archive	Judicial System	Locate archived judicial opinions	http://www.IN.gov/judiciary/opinions/search.html	Public	Internet	No	No	AI	Google Applia	AI
Work Permit	Labor	Allows school administrators to register for work permits for minors.		School Admin	Internet	No	No	AI	J2EE	AI
Work Permitting	Labor	Allows school administrators to register for work permits for minors.	http://www.IN.gov/labor/childlabor/school.html	School Admin	Internet	No	No	AI	J2EE	AI
Work Permitting - Department of labor Administration Interface	Labor	Allows Department of Labor staff to register work permits for minors and manage issuing officer accounts.	http://www.IN.gov/labor/childlabor/school.html	Labor Department	Internet	No	No	AI	J2EE	AI
Work Permitting - Field Officer Interface	Labor	Allows Department of Labor Field Officers to monitor work permits for minors.	http://www.IN.gov/labor/childlabor/school.html	Labor Department	Internet	No	No	AI	J2EE	AI
Bartholomew Property Tax	MyLocal	Allows county property holders to pay property taxes electronically.	http://mylocal.IN.gov/bartholomew/proptax	Citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI
Cass County	MyLocal	Property Tax payments	http://myLocal.IN.gov/cass/proptax/	citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI

Performance Addendum
Attachment 1

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
Hamilton County OTC	MyLocal	Over-the-Counter credit card processing	Not accessible to the public	citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI
Johnson County Property Tax	MyLocal	Property Tax payments	www.myLocal.IN.gov/johnson/proptax	citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI
Pike County Property Tax	MyLocal	Property Tax payments	http://mylocal.IN.gov/pike/proptax	citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI
Ripley County Over The Counter	MyLocal	Provides a payment mechanism for government to collect fees in the office.	Not accessible to the public	Citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI
Ripley Property Tax	MyLocal	Allows county property holders to pay property taxes electronically.	http://mylocal.IN.gov/ripley/proptax	Citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI
Traffic Ticket Payments	MyLocal	Pay county/city traffic tickets	http://www.IN.gov/mylocal/traffic_ticket_demo/index.html	Citizens	Internet	$2 + 2%	Yes	AI	J2EE	AI
Drop Calculator	PERF	Allows 1977 police officers and firefighter to calculate retirement savings for pension and disability.	http://www.IN.gov/apps/perf/drop/	law enforcement and firefighters	Internet	None	No	AI	J2EE	AI
File Transfer	PERF	Allows government employers to submit quarterly wage and contribution data files.	https://www.in.gov/apps/perf/filetransfer/	government employers	Internet	None	No	AI	J2EE	AI
Retirement Calculator	PERF	Allows government employees to calculate retirement benefits	http://www.IN.gov/serv/perf_benefits	government employees	Internet	None	No	AI	J2EE	AI
State Job Bank	Personnel Department	Browse listings of open state government positions.	http://www.IN.gov/jobs/stateemployment/jobbank.html	Public	Internet	None	No	AI	J2EE	AI
Board/Commissions	PLA	Meeting agendas and minutes		Board members, public	Internet	no	no	AI	not sure	AI & Boards
License Search	PLA	Search database	http://www.IN.gov/trf/activemembers/calculator.html	Public	Internet	No	No	AI	J2EE	AI
License Watch	PLA	Notify subscribers on change to license	http://www.IN.gov/hpb/license	Public	Internet	$150 for 1st record, $10 for each additional 1,000 records	Yes	AI	J2EE	AI
License Watch - Health Practitioner	PLA	Notifies subscribers when a disciplinary action or license change has been noted for a licensed health care practitioner.	http://www.IN.gov/hpb/license	Public	Internet	$15-$150 Monthly depending on the number of licenses tracked.	Yes	AI	J2EE	AI
Licensing Bulk Download - Health Practitioner	PLA	Provides customized information on multiple practitioners in a list format.	http://www.IN.gov/hpb/license/bulk/index.html	Public	Internet	$150 for the first record (information on one (1) practitioner constitutes a record); $10 for each additional 1,000 records	Yes	AI	J2EE	AI
Licensing Bulk Downloads	PLA	Allows businesses to obtAIn lists of professionally licensed individuals.	http://www.IN.gov/pla/bulk	Business	Internet	$150.00/first record, $10.00/1000 records thereafter.	Yes	AI	J2EE	AI
	PLA	Licensing database downloads (excel)		public, CE providers, etc.	Internet	yes, $150 + .10 per M (AI)	yes, PLA & ATC	AI	not sure	AI
	PLA	New licensee application forms		practitioners, licensees	Internet	no	no	AI	pdf	in-house
	PLA	License Watch - license monitoring		employers, associations	Internet	yes, varies (AI)	yes, PLA,ATC m	AI	not sure	AI
	PLA	Licensing Information, Exams etc.		Board members, public	Internet	no	no	AI	not sure	AI & Boards
Bid Request System - Public Works	Public Works	Provides an administrative interface for uploading and viewing Procurement bids.	http://www.IN.gov/serv/dapw_bviewer	Agency admin	Internet	No	Yes	AI	J2EE	AI
	SBA	Administrative Action Budget Committee Agendas & Minutes Announcements, Agendas and Minutes for public meetings		Public	Internet	No	No	AI	HTML,PDF	In-house

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
	SBA	Minutes of Budget Agency Administrative Action		Public	Internet	No	No	AI	HTML,PDF	In-house
	SBA	Budget Reports Formally required budget reports for budgets submitted to and passed by the legislature		Public	Internet	No	No	AI	HTML,PDF	In-house
	SBA	County Income Tax Distributions Monthly Revenue Reports Month-to-month status of revenue collections		Public	Internet	No	No	AI	HTML,PDF	In-house
	SBA	Fiscal Year Close-out Reports of local income tax distributions to counties		Public	Internet	No	No	AI	HTML,PDF	In-house
	SBA	Year-end fiscal status reports		Public	Internet	No	No	AI	HTML,PDF	In-house
Phone Directory	SIC	Allows citizens to search the Indiana state government telephone directory.	http://www.IN.gov/serv/sic_phonebook	Public	Internet	No	No	AI	J2EE	AI
State Information Help Desk Interactive Search	SIC	Allows citizens to search for FAQs and other agency information.	http://www.IN.gov/serv/sic_info	Public	Internet	No	No	AI	J2EE	AI
Business Entity Bulk Download	SOS	Submit orders for the business entity database.	http://www.IN.gov/sos/business/corps/searches.html	Public	Internet	$3000 one-time download; $15,000 one-time plus monthly updates; $25,000 one-time plus weekly updates	No	AI	Manual Process	AI
Business Entity Name Search	SOS	Search for information on businesses registered with the state of Indiana.	http://www.IN.gov/sos/business/corps/searches.html	Public	Internet	$1.00 for subscriber/$2.20 for non-subscriber fee(s) only if full record is accessed	No	AI	ASP	AI
Business Entity Report Filing	SOS	Allows corporations to file biennial business entity reports and submit payment.	http://www.IN.gov/sos/business/corps/searches.html	Businesses	Internet	$1.00 for subscriber/$Instant access fees for non-subscriber fee(s). Statutory fees are dependent on the type of organization.	No	AI	ASP/VB	AI
Business Entity Special Search	SOS	Allows custom searches of business entity data.	http://www.IN.gov/sos/business/corps/searches.html	Public	Internet	$25.00 per search for up to 1000 results. Additional 2.5 cent fee per additional entity name.	No	AI	ASP	AI
Check Business Name AvAllability	SOS	Determine whether entity name is reserved or in use by another company in the state.	http://www.IN.gov/sos/business/corps/searches.html	Businesses	Internet	$30.00 per month	No	AI	ASP	AI
Customer Service Search	SOS	Allows businesses to obtAIn corporation information via a customer screen built for visitors to use at the SOS office.	Not accessible through the Web	Businesses	Internet	No	No	AI	ASP	AI
General Election Results	SOS	Allows access to general state and local election results.	http://www.IN.gov/sos/elections/index.html	Public	Internet	No	No	AI	J2EE	AI
Monthly Listing of New Incorporations	SOS	Download monthly listings of new Indiana businesses.	http://www.IN.gov/sos/newcorps/	Public	Internet	No	No	AI	J2EE	AI
Notary Search	SOS	Search for Indiana notaries public.	http://www.IN.gov/sos/notary/index.html	Public	Internet	No	No	AI	J2EE	AI
Order Business Entity Documents	SOS	Allows ordering of specific business entity documents for a company.	https://www.IN.gov/sos/bus_service/online_corps/session_timeout.asp	Businesses	Internet	No	No	AI	ASP	AI
Past Election Results	SOS	Allows access to past state and local general and primary election results.	http://www.IN.gov/sos/elections/index.html	Public	Internet	No	No	AI	J2EE	AI
Primary Election Results	SOS	Allows access to primary election results.	http://www.IN.gov/sos/elections/index.html	Public	Internet	No	No	AI	J2EE	AI

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
Securities Search	SOS	Search registered mortgage loan brokers, investment advisers, investment adviser representatives, franchises, collection agencies, and continuing care facilities.	http://www.IN.gov/serv/sos_securities	Public	Internet	No	No	AI	J2EE	AI
Trademark Look-up	SOS	Allows users to search trademarks registered with the Secretary of State's office and sign up to receive all trademark information in a bulk file.	http://www.in.gov/apps/sos/trademarks/	Public	Internet	No	No	AI	J2EE	AI
Uniform Commercial Code Browse	SOS	Allows browsing of UCC database by debtor name or filing number to view and print copies.	https://www.IN.gov/sos/bus_service/online_ucc/browse/default.asp	Public	Internet	$3/search subscribers $4.08/search instant access	No	AI	ASP	AI
Uniform Commercial Code Bulk Download	SOS	Allows businesses to order bulk UCC data and images.	http://www.IN.gov/sos/business/ucc/ucc_bulk_intro.html	Businesses	Internet	Master copy of table data and images plus weekly updates - $25,000 annually; Master copy of table data and images plus monthly updates - $15,000 annually; Master copy of table data and images - $3000.	No	AI	ASP/VB	AI
Uniform Commercial Code Lien Filing	SOS	File UCC financing statements and amendments to existing liens.	https://www.IN.gov/sos/bus_service/online_ucc/welcome.asp	Businesses	Internet	$3.00 EA forsubscriber/$3.00 + $1 + 2% ($4.08) for CC	No	AI	ASP/VB	AI
Uniform Commercial Code Search	SOS	Allows browsing of UCC database by debtor name or filing number to view and print copies.	https://www.IN.gov/sos/bus_service/online_ucc/welcome.asp	Public	Internet	$3.00 for subscriber/$4.40 for non-subscriber fee(s)	No	AI	ASP/VB	AI
Uniform Commercial Code Search Certificate	SOS	Print official search certificate.	http://www.IN.gov/sos/business/corps/searches.html	Businesses	Internet	$20.00 for *accessIndiana* subscribers and a fee of $20.00 + $1 +2% for credit card users.	No	AI	ASP/VB	AI
Uniform Commercial Code Special Search	SOS	Allows custom searches of UCC data.	https://www.IN.gov/sos/bus_service/online_ucc/welcome.asp	Public	Internet	$3/search subscribers $4.08/search instant access	No	AI	ASP	AI
Who's your Legislator?	SOS	Locates elected officials	http://www.legislator.IN.gov/	Citizens	Internet	No	No	AI	J2EE	AI
Core 40/AHD	SSACI	Allows high school counselors to submit annual reports	http://www.IN.gov/ssaci/highschool/	High School Counselors	Internet	No	No	AI	J2EE	AI
eGrads	SSACI	Provides access to graduating high school senior info for colleges.	https://www.IN.gov/serv/ssaci_egrads	High School Students	Internet	No	No	AI	J2EE	AI
eStudents	SSACI	Allows students to reprint award letter, change college choice, CVO award pages and FAFSA edits.	http://www.IN.gov/ssaci/estudent	High School Students	Internet	No	No	AI	J2EE	AI
Gear Up	SSACI	Provides access to mAIntAIn 21st Century Scholar program 'at risk' student profiles.	https://www.IN.gov/serv/ssaci_c21_gear_up	High School Counselors	Internet	No	No	AI	J2EE	AI
Hoosier Scholars	SSACI	Allows high schools to submit candidates for Hoosier Scholars award.	http://www.IN.gov/ssaci/highschool/hoosier.html	High School Counselors	Internet	No	No	AI	J2EE	AI
ixChange	SSACI	Allows reconciliation and file transfers between SSACI and school staff	https://www.IN.gov/serv/ssaci_iXchange	High School Counselors	Internet	No	No	AI	J2EE	AI
Mentor Indiana	SSACI	Allows agencies to enter personal student info into central repository and search	Not accessible to the public https://secure.in.gov/apps/flo/mentor/index.jsp	SSACI agency	Internet	No	No	AI	J2EE	AI
National Guard Program	SSACI	Allows military installations ability to add and edit records.	http://www.IN.gov/ssaci/highschool/ingus	Military	Internet	No	No	AI	J2EE	AI

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
Work Study Program	SSACI	Allows high school counselors to submit annual reports	http://www.IN.gov/ssaci/wsp/index.htm	High School Counselors	Internet	No	No	AI	J2EE	AI
FFA Exhibitor Entry	State FAIr Commission	Allows 4-H FFA exhibitors to enter and pay entry fee.	http://www.IN.gov/statefAIr/fAIr/entry/index.html	Public	Internet	Credit card processing fees of $1.00 plus 2%	No	AI	JSP	AI
Indiana Historical Bureau Databases	State Library	Markers, covered bridges, resources		all	Internet	no	no	Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
Indiana Historical Bureau Exhibits	State Library	historical content		all	Internet	no	no	Indiana State Library		in-house
Indiana Historical Bureau historical resources	State Library	historical content		all	Internet	no	no	Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
Online Catalog	State Library	Electronic catalog of materials		patrons, libraries,	Internet		No	Indiana State Library		in-house and vendor
QuestionPoint	State Library	Online reference service using questions and chat		patrons, libraries	Internet		No	Indiana State Library and OCLC		in-house and vendor
	State Library	Yes for ISL and IHB staff and patrons		See patron description above	Internet			Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
	State Library	Yes, collect state and federally required library data		Libraries	Internet			Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script, ColdFusion	in-house and vendor
	State Library	See Proposed. Currently done as printable form		libraries	Internet			Indiana State Library		in-house with Indiana Interactive
	State Library	Developing		library community	Internet			Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	
	State Library	See Electronic Filings plus historical data of many types		patrons, libraries, researchers	Internet			Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
	State Library	Library historical & services data		patrons	Internet		No	Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
	State Library	Library profession trAIning		library community	Internet		No	Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
	State Library	Developing		library community	Internet		No	Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
	State Library	static, library districts		patrons, libraries, organizations	Internet		No	Indiana State Library		in-house
	State Library	Intermittent patron feedback		patrons	Internet		No	Indiana State Library	ASP, SQL, J2EE, HTMl, VB Script	in-house
Opinions Upload	Supreme Court	Develop document upload application for public viewing of court opinions. Documents will be uploaded as PDF files. Documents will be posted one week before being archived. Documents will be posted as documents are successfully uploaded and triggered by the courts.	http://www.IN.gov/judiciary/opinions/	Public	Internet	No	No	AI	J2EE	AI
Board for Depositories Quarterly Reporting	TOS	Allows fiduciaries within the state to complete quarterly reports.	http://www.IN.gov/deposit/qrtrpts.htm	State employees	Internet	No	No	AI	J2EE	AI
Family College Savings	TOS	Provides participants in the College Family Savings Plan the ability to look up contribution information for the current quarter.	http://www.IN.gov/iesa/index.htm	Public	Internet	No	No	AI	J2EE	AI

Service (Title)	Agency	Description:	URL	Audience	Location (Internet)	Fee for service? If yes, what is the fee?	Multi-agency?	Who is hosting presentation layer? (AI, IOT, or Agency)	J2EE, .NET, PHP, etc.?	Who developed? (AI, in-house, contractor, etc.)
Treasurers Office Bank Quarterly Reporting	TOS	Provides Indiana banks with the ability to file quarterly reports.	https://www.IN.gov/serv/tos_quarterly report	Bankers	Internet	No	No	AI	J2EE	AI
Benefits Calculator	TRF	Allows estimating future retirement benefits.	http://www.IN.gov/trf/activememb ers/calculator.html	Citizens	Internet	No	No	AI	J2EE	AI
Benefits Calculator quarterly statement	TRF	Allows calculating retirement benefits from last quarterly statement.	http://www.IN.gov/trf/activememb ers/calculator.html	Citizens	Internet	No	No	AI	J2EE	AI
Employer Contribution	TRF	Allows teacher employers to post contributions to retirement funds.	https://www.IN.gov/serv/trf_emp_cont r	Citizens	Internet	No	No	AI	J2EE	AI
Quarterly Statements	TRF	Allows TRF members to view statements	https://www.IN.gov/serv/trf_quarterlys tatement	Citizens	Internet	No	No	AI	J2EE	AI
Park Pass Sales	WRSP	Allows visitors to purchase White River State Park passes.	http://www.IN.gov/whiteriver/about/pa rkpass.html	Citizens	Internet	Credit card processing fees - $1.00 plus 2%	No	AI	J2EE	AI
Current Web Services:										
		Branch/BMV Express Surveys		Customers	Internet			IOT	J2EE	AI